

**FIRST AMENDMENT TO THE
AGREEMENT FOR THE ADMINISTRATION OF THE
“DOGPATCH & NORTHWEST POTRERO HILL GREEN BENEFIT DISTRICT”**

This AMENDMENT of the November 17, 2015 Agreement For The Administration Of The “Dogpatch & Northwest Potrero Hill Green Benefit District” (the "Agreement") is made by and between Dogpatch & Northwest Potrero Hill Green Benefit District_("Corporation") and the City and County of San Francisco, a municipal corporation ("City") acting by and through its Department of Public Works ("Public Works").

RECITALS

WHEREAS, On June 9, 2015, acting under Article XIID of the California Constitution, Section 53753 of the California Government Code, and the Property and Business Improvement District Law of 1994 (Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600), as augmented by Article 15A of the San Francisco Business and Tax Regulations Code ("Article 15A"), the Board of Supervisors adopted Resolution No. 301-15 ("Resolution to Establish"), establishing the Dogpatch & Northwest Potrero Hill Green Benefit District, and levying multi-year special assessments on Identified Parcels in the District to fund certain District Programs as described in the approved District Management Plan, for a 15-year term that expires on December 31, 2025; and

WHEREAS, Under the foregoing authorities, California Streets and Highways Code, Sections 36612 and 36650, and Board Resolution No. 476-15, Public Works, as the City agency with primary responsibility to oversee the District, entered into the Agreement for Corporation to act as Owners' Association to develop, implement, direct, manage, administer, operate and ensure the timely provision of the District Programs.

WHEREAS, the Agreement expires on June 30, 2025, six months before the expiration of the District; and

WHEREAS, the Parties wish to extend the term of the Agreement until December 31, 2025, so that the Corporation can continue to assist with the District Programs for the full term of the District; and

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) Section 2.1 Period of Performance.

*Section 2.1 is hereby amended in its entirety to read as follows (changes in **bold**):*

Section 2.1 Period of Performance.

Unless modified by mutual agreement of the parties through a written amendment to this Agreement, the period of performance under this Agreement shall be from the effective date of the Board of Supervisors resolution approving this Agreement to and including ~~June 30, 2025~~ **December 31, 2025**; provided, that if the District is disestablished pursuant to the Property and Business Improvement District Law of 1994 or Article 15A, expires prior to ~~June 30, 2025~~ **December 31, 2025** for any reason, the City exercises its right to terminate this Agreement as provided herein, or this Agreement is terminated for any other reason, the period of performance shall end on the date the last of the following events occurs: (i) the Controller accepts in writing the Corporation's final accounting of all Assessment Funds disbursed by the City, (ii) the Corporation submits written confirmation acceptable to the Controller that there is no outstanding and unpaid indebtedness incurred to accomplish any of the purposes of the District, and (iii) any and all claims against the Corporation and the City arising out of this Agreement or the Corporation's administration, management and provision of the District Programs has been settled or finally adjudicated and all obligations relating thereto have been fully satisfied; provided, further, that certain obligations of Corporation with respect to the preservation of records, City's access to books and records, audits, insurance and indemnification of City and Indemnified Parties arising from Corporation's performance of this Agreement, implementation of the Management District Plan and receipt of Assessment Funds, shall, as specified in this Agreement and applicable law, survive the period of performance set forth in this section.

(b) 16.19 Compliance with Other Laws.

*Section 16.19 is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Corporation shall keep itself fully informed of City's Charter, codes, ordinances and regulations

and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

(b) Corporation represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Corporation shall immediately notify City of any change in its eligibility to perform under the Agreement. At City's request, Corporation shall provide City documentation demonstrating its compliance with applicable legal requirements. If Corporation will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Corporation is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of execution and for the duration of the agreement. Any failure by Corporation or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

4. Effective Date. Each of the modifications set forth in Sections 2 and 3 shall be effective on and after the date of this Amendment.

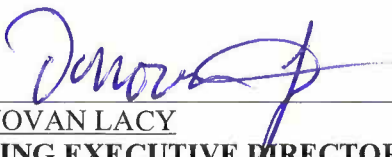
5. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant to be duly executed as of the date first specified herein.

CITY
SAN FRANCISCO PUBLIC WORKS

By: 
CARLA SHORT
DIRECTOR

CORPORATION:
DOGPATCH AND NW POTRERO HILL
GREEN BENEFIT DISTRICT

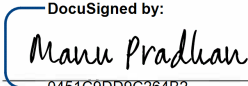
By: 
DONOVAN LACY
ACTING EXECUTIVE DIRECTOR

Approved as to Form:

David Chiu
City Attorney

Federal Tax ID #: 47-4963111

City Vendor Number: N/A

By: 
Manu Pradhan
Deputy City Attorney