

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF CHILDREN, YOUTH,
AND THEIR FAMILIES
1390 MARKET STREET, SUITE 900
SAN FRANCISCO, CA 94102**

Modification No. 3

This Modification is made this **May 31, 2018**, in the City and County of San Francisco, State of California, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereinafter referred to as "City", acting by and through the Department of Children, Youth, and Their Families, hereinafter referred to as "DCYF", and YMCA - Urban Services, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, City and Grantee have entered into the Agreement for TARC: and

WHEREAS, City wishes to amend Section 3.2, 5.1, and Appendix B and

WHEREAS, City and Grantee wish to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Grantee and City agree as follows:

1. **Definitions.** The following definitions shall apply to this Modification:

(a) **Agreement.** The term Agreement shall mean the Agreement dated **July 1, 2013** between Grantee and City as amended by the:

First Amendment: July 1, 2014

Second Amendment: May 4, 2016

Third Amendment: N/A

Fourth Amendment: N/A

Fifth Amendment: N/A

(b) **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

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

ARTICLE 3 – TERM

Section 3.2 of the agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **JULY 1, 2013** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2018**.

Section 3.2 of the agreement amended in its entirety to read as follows:

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **JULY 1, 2013** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2019**.

ARTICLE 5 - USE AND DISBURSEMENT OF GRANT FUNDS

Section 5.1 of the agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **One Million Five Hundred Seventy Five Thousand Eighty One Dollars and No Cents (\$1,575,081.00)** for the periods as specified in Section 3.2, **plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to One Hundred Fifty Seven Thousand Five Hundred Eight Dollars and No Cents (\$157,508.00) for the periods specified in Section 3.2, **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **One Million Seven Hundred Thirty Two Thousand Five Hundred Eighty Nine Dollars and No Cents (\$1,732,589.00)** for the periods specified in Section 3.2.

Section 5.1 is amended in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Two Million Five Hundred Seventy-One Thousand Six Hundred Forty-Six Dollars and No Cents (\$2,571,646.00)** for the periods as specified in Section 3.2, **plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Two Hundred Fifty-Seven Thousand One Hundred Sixty-Five Dollars and No Cents (\$257,165.00) for the periods specified in Section 3.2, **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Two Million Eight Hundred Twenty-Eight Thousand Eight Hundred Eleven Dollars And No Cents (\$2,828,811.00)** for the periods specified in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix A, and is not available to Grantee without a revision to the Program Budgets of Appendix A specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

APPENDIX B

Appendix B, Work Plan is hereby amended and replaces the previous version used prior to May 31, 2018. See attached revised Appendix B – Work Plan

3. **Effective Date of Modification:** Each of the amendments set forth in Section 2 shall be effective on **May 31, 2018** (date of Controller's certification).
4. **Legal Effect.** City and Grantee hereby agrees that, except as said Agreement is herein modified, all other terms thereof shall remain unchanged and in full force and effect.

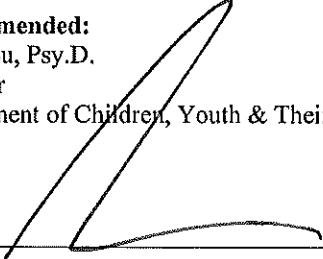
IN WITNESS WHEREOF, the parties hereto have executed this Grant Modification on the day and year first above written.

CITY

GRANTEE

Recommended:
Maria Su, Psy.D.
Director
Department of Children, Youth & Their Families


Approved:
Name of agency: YMCA - Urban Services
Program name: TARC
Address: 1426 Fillmore Street, Suite 204
Address: San Francisco, CA 94115

By:  Fall

Grantee's Phone Number: 415-437-1700

Approved as to Form:

Dennis Herrera
City Attorney

By: 
David Ries
Deputy City Attorney

By: 
Authorized Administrative Rep signature

Admin. Rep. Name: Linda Griffith

Admin. Rep. Title: Vice President of Risk and
Legal Affairs

City Vendor #: 30893

Federal Tax ID #: 94-0997140