

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES**

THIRD AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

JAPANESE COMMUNITY YOUTH COUNCIL

THIRD AMENDMENT

This THIRD AMENDMENT of the, June 28, 2019 Grant Agreement (the "Agreement") is dated as of [REDACTED] **and** is made in the City and County of San Francisco, State of California, by and between **JAPANESE COMMUNITY YOUTH COUNCIL** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through DCYF's RFP/RFQ issued August 18, 2017 and this modification is consistent therewith; and

WHEREAS, the Agreement was modified by the First Amendment dated October 8, 2019 and by the Second Amendment dated January 9, 2020; and

WHEREAS, City wishes to amend Section 3.2, 5.1 and Appendix B to extend the Duration of Term, increase the amount of grant funds disbursed, and update the Work Plan; and

WHEREAS, the City's Board of Supervisors approved this Agreement by Resolution Number 220061 on **[INSERT DATE OF COMMISSION OR BOARD ACTION]**;

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

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 Grant Agreement.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) Article 3 Term**

Section 3.2 Duration of Term of the Grant Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) July 1, 2019 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, 2023.

Such section is hereby deleted and replaced in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) July 1, 2019 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, 2024.**

(b) Article 5 Use and Disbursement of Grant Funds

Section 5.1. ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Seven Million Three Hundred Eighty Thousand Dollars and No Cents (\$7,380,000) 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 Seven Hundred Thirty Eight Thousand Dollars (\$738,000) 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 Eight Million One Hundred Eighteen Thousand Dollars and No Cents (\$8,118,000) 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 funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

*Such section is hereby amended to read as follows (changes in **bold**):*

*The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million Sixty Four Thousand Eight Hundred Sixty Five Dollars and No Cents (\$10,064,865)** 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 Sixty One Thousand Five Hundred Ninety Three Dollars and No Cents (\$261,593)** 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 **Ten Million Three Hundred Twenty Six Thousand Four Hundred Fifty Eight Dollars and No Cents (\$10,326,458)** 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 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 funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

(c) Appendix B

Appendix B - Work Plan is hereby amended and replaces the previous version used prior to **Date. See attached revised Appendix B – Work Plan.**

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

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

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

CITY
DEPARTMENT OF CHILDREN, YOUTH
AND THEIR FAMILIES

By: _____
MARIA SU
DIRECTOR

Approved as to Form:

David Chiu
City Attorney

By: _____
David Ries
Deputy City Attorney

GRANTEE:
JAPANESE COMMUNITY YOUTH
COUNCIL
PROGRAM: OPPORTUNITIES FOR ALL
INTERMEDIARY

By: _____

Print Name: _Jon Osaki_____

Title: _Executive Director _____

Federal Tax ID #: 23-7092514_____

City Vendor Number: 0000003238_____