

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Sixth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2015**, in San Francisco, California, by and between **Children’s Council of San Francisco** (“Grantee”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the:

**First amendment, dated March 11, 2013,
Second amendment, dated July 1, 2013,
Third amendment, dated September 19, 2013,
Fourth amendment, dated March 28, 2014, and
Fifth amendment, dated January 1, 2015.**

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

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

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

2a. Section 3.2. Section **3.2 Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2012** 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, 2015**.

Such section is hereby amended in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2012** 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, 2016**.

2b. Section 5.1. Section **5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **FORTY-SEVEN MILLION THREE HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED AND NINETY ONE** Dollars (**\$47,326,791.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **SEVENTY FOUR MILLION THREE HUNDRED NINETY THOUSAND FIVE HUNDRED AND SIXTY SEVEN** Dollars (**\$74,390,567**) in the period from **JULY 1, 2012** to **JUNE 30, 2016**.

Grantee understands that, of the maximum amount of funds stated under Section 5.1 of this Agreement, **the augmentation amount of \$6,719,209 will not be available and may not be used in program budgets attached to Appendix B of this Agreement without an approved resolution by the San Francisco Board of Supervisors.** Grantee further understands that no payment of any portion of this augmentation amount will be made unless and until such funds are certified as available by First 5 San Francisco and the Controller's Office. Grantee agrees to fully comply with these laws, regulations, policies, and procedures.

2c. Section 5.5. Section **5.5 Advance of Funds** of the Agreement currently reads as follows:

Grantee shall be entitled to an advance payment in an amount not to exceed **\$2,932,500 for JULY, \$2,346,000 for October, \$2,346,000 for January, and \$2,932,500 for April of the current fiscal year.** These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole

discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2013.

Grantee shall be entitled to an advance payment in an amount not to exceed **\$4 million for JULY, \$4 million for October, \$4 million for January, and \$4 million for April of the current fiscal year**. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part, by Grantee upon request by Agency or at Agency's sole discretion deducted in whole or in part, by Agency from disbursements rendered to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance payment remain outstanding after June 30, 2015.

Such section is hereby amended in its entirety to read as follows:

Grantee shall be entitled to a quarterly advance payment in an amount not to exceed **\$5,841,319 each quarter. Such quarterly payments shall be made in July, October, January and April of the current fiscal year**. The first of these quarterly payments shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. Any advance payment from Agency shall be returned in whole or in part by Grantee upon request by Agency. Alternatively, Agency, at its sole discretion, may make a deduction in whole or in part in the quarterly payment made to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction.

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 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

First 5 San Francisco

Children's Council of San Francisco

Laurel Kloomok
Executive Director

Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Kathleen Murphy
Deputy City Attorney