

# CITY AND COUNTY OF SAN FRANCISCO

## SECOND AMENDMENT

### TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SAN FRANCISCO MARIN FOOD BANK

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2018**, in San Francisco, California, by and between **San Francisco Marin Food Bank, 900 Pennsylvania Ave, San Francisco CA 94107**, hereinafter referred to as “Grantee”, and the City and County of San Francisco,

#### RECITALS

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **increase the contract amount to expand the Food Assistance Program** and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

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

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

**a. Agreement.** The term “Agreement” shall mean the Agreement dated **July 1, 2017** between Grantee and City.

**First amendment, dated December 6, 2017.**

**b. 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.

**c. 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:

- (a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Eight Million Four Hundred Twelve Thousand Nine Hundred Seventy Five Dollars (\$8,412,975)** for the period from **July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **Eight Hundred Forty One Thousand Two Hundred Ninety Eight Dollars (\$841,298)** for the period from **July 1 2021 to June 30, 2022 (Y5), 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 **Nine Million Two Hundred Fifty Four Thousand Two Hundred Seventy Three Dollars (\$9,254,273)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Four Hundred Eighty Thousand, One Hundred Four Dollars (\$10,480,104)** for the period from **July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **One Million, Forty Eight Thousand, Ten Dollars (\$1,048,010)** for the period from July 1, 2021 to June 30, 2022, **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 **Eleven Million, Five Hundred Twenty Eight Thousand, One Hundred Fourteen Dollars (\$11,528,114)** for the period from **July 1, 2017 to June 30, 2022.**

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 B, and is not available to Grantee without a revision to the Program Budgets of Appendix B 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.

- (b) **Appendix A-1.** Appendix A-1, of the agreement describes the services to be provided.

Such section is hereby amended in its entirety by Appendix A-2, Services to be Provided.

- (c) **Appendix B-1.** Appendix B-1, Calculation of Charges, of the Agreement displays the original total amount of **\$8,412,975**.

Such section is hereby replaced in its entirety by Appendix B-2, Calculation of Charges, which displays the budget as herein modified.

- (d) **17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

**17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-2, Services to be Provided  
Appendix B-2, Budget  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants  
Appendix E, Permitted Subgrantees

**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:

**SAN FRANCISCO MARIN FOOD BANK**

\_\_\_\_\_  
Trent Rhorer  
Executive Director  
Human Services Agency

Date

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**Paul Ash**  
**Executive Director**  
**900 Pennsylvania Ave**  
**San Francisco, CA 94107**  
**415-282-1907**

Approved as to Form:

City Supplier ID number: **0000011589**  
Federal Employer ID number: **94-3041517**  
DUNS Number: **187431549**

By:

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**David Ries**  
Deputy City Attorney

Date