

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

Modification No. 1

This Modification is made this **October 8, 2019**, 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 **Japanese Community Youth Council**, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, City and Grantee have entered into the Agreement for **Opportunities for All Intermediary and**

WHEREAS, City wishes to amend Section 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, 2019** between Grantee and City as amended by the:

First Amendment: N/A

Second Amendment: N/A

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 5 - USE AND DISBURSEMENT OF GRANT FUNDS

Section 5.1 of the agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed One Million Seven Hundred Eighty Thousand Dollars and No Cents (\$1780000).

Contingent Amount: Up to One Hundred Seventy Eight Thousand Dollars and No Cents (\$178000) for the period defined 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 Nine Hundred Fifty Eight Thousand Dollars and No Cents (\$1958000) for the period defined 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 Three Million Four Hundred Eighty Thousand Dollars and No Cents (\$3,480,000) 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 Three Hundred Forty Eight Thousand Dollars and No Cents (\$348,000) 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 Three Million Eight Hundred Twenty Eight Thousand Dollars and No Cents (\$3,828,000) 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 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 October 8, 2019. 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 **October 8, 2019** (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

By:  _____


Approved:

Name of agency: Japanese Community Youth Council
Program name: Opportunities for All Intermediary
Address: 2012 Pine Street
Address: San Francisco, CA 94115

Grantee's Phone Number: 415-202-7900

Approved as to Form:

Dennis Herrera
City Attorney

By:  _____
David Ries
Deputy City Attorney

By:  _____
Authorized Administrative Rep signature

Admin. Rep. Name: Jon Osaki

Admin. Rep. Title: Executive Director

City Vendor #: 0000003238

Federal Tax ID#: 23-7092514