

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**THIRD AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
FIVE KEYS SCHOOLS AND PROGRAMS**

THIS AMENDMENT of the September 1, 2020 Grant Agreement (the "Agreement") is dated as of **October 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **FIVE KEYS SCHOOLS AND PROGRAMS** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130, issued June 4, 2020, and this modification is consistent therewith; and

WHEREAS, the Department procured these services pursuant to the Local Emergency declared by Mayor London Breed dated February 25, 2020, and the subsequent supplemental orders;

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution <#> on <date> to extend the grant term by six months and increase the grant amount; 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.

(a) Agreement. The term "Agreement" shall mean the Agreement dated **September 1, 2020** between Grantee and City; and **First Amendment**, dated **April 1, 2021**, and **Second Amendment**, dated **June 1, 2022**.

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

2.1 **ARTICLE 3 TERM** of the Agreement currently reads as follows:

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **December 31, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

(a) The term of this Agreement shall commence on **September 1, 2020** and expire on **March 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 **ARTICLE 5.1 MAXIMUM AMOUNT OF GRANT FUNDS** of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Million Seven Hundred Nine Thousand Nine Hundred Nine Dollars (\$20,709,909)**.

(b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Four Thousand Seven Hundred Nineteen Dollars (\$4,719)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or

revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Twenty Seven Million Two Hundred Thirty Two Thousand Four Hundred Twenty Four Dollars (\$27,232,424)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million One Hundred Thirty Thousand Three Hundred Ninety One Dollars (\$1,130,391)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

2.3 Section 16.23 Additional Requirements for Federally-Funded Awards is hereby replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or

(3) Uses forced labor in the performance of the award or sub-awards under the award.

2.4 Section 17.6 Entire Agreement of the Agreement is hereby deleted and replaced with the following:

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, Services to be Provided
Appendix B, Budget (dated October 1, 2022)
Appendix C, Method of Payment (dated October 1, 2022)
Appendix D, Interests in Other City Grants
Appendix E, FEMA Emergency and Exigency Grants Requirements
Appendix F, Federal Requirements
Appendix G, Housing and Urban Development (HUD) Subrecipient Agreement

2.5 Appendix B, Budget, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated October 1, 2022), for the period of September 1, 2020 to March 31, 2023.

2.6 Appendix C, Method of Payment, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated October 1, 2022), for the period of September 1, 2020 to March 31, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**FIVE KEYS SCHOOLS AND
PROGRAMS**

By: _____
Shireen McSpadden
Executive Director

By: _____
Steve Good
Executive Director
City Supplier Number: 0000011181
DUNS Number:
832094945

Approved as to Form:
David Chiu
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney