

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WU YEE CHILDREN'S SERVICES

THIS AMENDMENT (this "Amendment") is made as of ~~May~~ July 1, 2019, in San Francisco, California, by and between **Wu Yee Children's Services, 827 Broadway St., San Francisco, CA 94133**, 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, and update standard contractual clauses** 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.

b. **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 Twenty-Nine Million, One Hundred Ninety-Eight Thousand, Eight Hundred Forty-Six Dollars (\$29,198,846) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, Nine Hundred Nineteen Thousand, Eight Hundred Eighty-Five Dollars (\$2,919,885) for the period from July 1, 2019 to June 30, 2020, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Thirty-Two Million, One Hundred Eighteen Thousand, Seven Hundred Thirty-One Dollars (\$32,118,731) for the period from July 1, 2017 to June 30, 2020.

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

The amount of the Grant Funds disbursed hereunder shall not exceed Thirty-Eight Million, Two Hundred Fifteen Thousand, Four Hundred Twenty-Three Dollars (\$38,215,423) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Three Million, Eight Hundred Twenty-One Thousand, Five Hundred Forty-Two Dollars (\$3,821,542) One Million, Three Hundred Forty-Three Thousand, Six Hundred Eleven Dollars (\$1,343,611) for the period from July 1, 2019 to June 30, 2020, 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 Forty-Two Million, Thirty-Six Thousand, Nine Hundred Sixty-Five Dollars (\$42,036,965) Thirty-Nine Million, Five Hundred Fifty-Nine Thousand, Thirty-Four Dollars (\$39,559,034) for the period from July 1, 2017 to June 30, 2020.

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 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.** Appendix A, of the agreement describes the services to be provided.

Such section is hereby replaced in its entirety by Appendix A-1, Services to be Provided, pgs 1-16.

- (c) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-8 of the Agreement displays the original total amount of **\$29,198,846**.

Such section is hereby replaced in its entirety by Appendix B-1, Calculation of Charges, pp. 1-8, 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-1, Services to be Provided
Appendix B-1, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **May July 1, 2019**.

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

Recommended by:

Trent Rhorer
Executive Director
Human Services Agency

Date

Approved as to Form:

By:

David Ries
Deputy City Attorney

Date

GRANTEE

Wu Yee Children's Services

Monica Walters
Chief Executive Officer
827 Broadway Street
San Francisco, CA 94133
Phone: (415) 230-7500

Federal Tax ID #: 94-2387002
City Vendor Number: 0000008025
DUNS #: 165384835