

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

**Modification No. 2**

This Modification is made this **July 22, 2021** 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 **Mayor's Youth Employment and Education Program** and

**WHEREAS**, City wishes to amend Section 3.2, 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, 2018** between Grantee and City as amended by the:

**First Amendment: October 23, 2020**

**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 3 –TERM**

**Section 3.2 of the agreement currently reads as follows:**

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) JULY 1, 2018 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, 2023.

**Section 3.2 of the agreement amended in its entirety to read as follows:**

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) JULY 1, 2018 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, 2024.

**ARTICLE 5 - USE AND DISBURSEMENT OF GRANT FUNDS**

**Section 5.1 of the agreement currently reads as follows:**

The amount of the Grant Funds disbursed hereunder shall not exceed Thirty Million Seven Hundred Eleven Thousand Four Hundred Dollars (\$30,711,400) 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 Million Seventy-One Thousand One Hundred Forty Dollars (\$3,071,140) 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 Thirty-Three Million Seven Hundred Eighty-Two Thousand Five Hundred Forty Dollars (\$33,782,540) for the periods specified 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 **Thirty-Seven Million Seven Hundred Five Thousand Fifty-Two Dollars (\$37,705,052)** 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 Million Seven Hundred Seventy Thousand Five Hundred Five Dollars (\$3,770,505)** 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 **Forty-One Million Four Hundred Seventy-Five Thousand Five Hundred Fifty-Seven Dollars (\$41,475,557)** 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 **July 22, 2021**. 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 **July 22, 2021** 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: Mayor's Youth Employment and  
Education Program**  
**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