

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

SAN FRANCISCO-MARIN FOOD BANK

This **AMENDMENT** of the, **JULY 1, 2020** Grant Agreement (the "Agreement") is dated as of **OCTOBER 16, 2021** and is made in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO-MARIN FOOD BANK, 900 PENNSYLVANIA AVE, SAN FRANCISCO CA 94107** ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was procured as required through a sole source waiver issued on 9/8/21 and this modification is consistent therewith; and

WHEREAS, the City's [Name of Commission or Board of Supervisors] approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the grant term, increase the grant amount, and update standard contractual clauses 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 **July 1, 2020** between Grantee and City.
First amendment, dated **March 16, 2021.**

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 Grant Agreement is hereby modified as follows:

(a) **Article 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2020** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **December 31, 2021**.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2020** 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, 2022**.

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

Fourteen Million, Eight Hundred Fifty One Thousand, Eight Hundred Twenty Five Dollars (\$14,851,825) for the period from July 1, 2020 to December 31, 2021, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Six Hundred Seventy Five Thousand Dollars (\$675,000) for the period from July 1, 2020 to December 31, 2021, 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 **Fifteen Million, Five Hundred Twenty Six Thousand, Eight Hundred Twenty Five Dollars (\$15,526,825) for the period from July 1, 2020 to December 31, 2021.**

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-1**, and is not available to Grantee without a revision to the Program Budgets of Appendix

B-1 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.

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty Two Million, Two Hundred Seventy Six Thousand, Eight Hundred Twenty Five Dollars (\$22,276,825)** for the period from **July 1, 2020 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Two Million, Two Hundred Twenty Seven Thousand, Six Hundred Eighty Three Dollars (\$2,227,683)** 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 **Twenty Four Million, Five Hundred Four Thousand, Five Hundred Eight Dollars (\$24,504,508)** for the period from **July 1, 2020 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-2**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-2** 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.

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

Such section is hereby superseded in its entirety by Appendix A-2, pp. 1-8, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B-2 Calculation of Charges, is hereby added in its entirety in the amount of **\$6,750,000**, which displays the budget for the additional services included in this Modification Agreement.

- (e) **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, Budget – 7/1/20-3/15/21
Appendix B-1, Budget – 3/16/21-12/31/21
Appendix B-2, Budget – 10/16/21-6/30/22
Appendix C, Method of Payment
Appendix D, Permitted Subcontractors
Appendix E, FEMA Contract Requirements
Appendix F, Local Emergency Declaration
Appendix G, COVID-19 Essential Service Contract Health Benefits Addendum
Appendix H, Fourteenth Supplement To Mayoral Proclamation

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 Grant Agreement shall remain unchanged and in full force and effect.

