

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**SAN FRANCISCO-MARIN FOOD BANK
Grant ID: 1000025912**

This **AMENDMENT** of the **JULY 1, 2022** Grant Agreement (the "Agreement") is dated as of _____, **2023** 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 competitively procured as required through **RFP 1024, issued June 9, 2022** and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors] approved this Agreement 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 period, increase the grant amount, and revise the Scope of Services** 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, 2022** between Grantee and City.
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, 2022** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **January 31, 2023**.

Such section is hereby superseded in its entirety to read as follows: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, 2022** 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**.

- (b) **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 **Five Million Seven Hundred Twenty-Five Thousand Dollars (\$5,725,000)** for the period from **July 1, 2022 to January 31, 2023 plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Five Hundred Seventy-Two Thousand Five Hundred Dollars (\$572,500)** for the period from **July 1, 2022 to January 31, 2023, 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 **Six Million Two Hundred Ninety-Seven Thousand Five Hundred Dollars (\$6,297,500)** for the period **July 1, 2022 to January 31, 2023**.

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, 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.

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Two Hundred Seven Thousand, Five Hundred Seventy-One Dollars, (\$10,207,571)** for the period from **July 1, 2022 to June 30, 2023, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **One Million, Twenty Thousand, Seven Hundred Fifty-Seven Dollars (\$1,020,757)** for the period from **July 1, 2022 to June 30, 2023, 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 **Eleven Million, Two Hundred Twenty-Eight Thousand, Three Hundred Twenty-Eight Dollars (\$11,228,328)** for the period from **July 1, 2022 to June 30, 2023.**

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.

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

Such section is hereby superseded in its entirety by Appendix A-1, pp. 1-6, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-3, of the Aforesaid Agreement displays the original total amount of **\$5,725,000.**

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1-3, which displays the budget as herein modified to **\$10,207,571.**

- (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-1, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, FEMA Emergency & Exigency Contracts Requirements
Appendix G, Federal Requirements for Subrecipients
Appendix H, HIPAA Business Associate Addendum

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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY
HUMAN SERVICES AGENCY

GRANTEE:
SAN FRANCISCO-MARIN FOOD BANK

By: _____
Trent Rhorer
Executive Director
Human Services Agency

By: _____
Name: Tanis Crosby
Title: Executive Director

Approved as to Form:

David Chiu
City Attorney

Email: tcrosby@sfmfoodbank.org
Cell Phone: 415-629-6400

Federal Tax ID #: 94-3041517
City Supplier Number: 0000011589

DUNS: 187431549

By: _____
Louise S. Simpson
Deputy City Attorney