

**FIRST AMENDMENT TO
GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND FRESNO
ECONOMIC OPPORTUNITIES COMMISSION REGARDING GROCERY
DISTRIBUTION**

THIS FIRST AMENDMENT TO GRANT AGREEMENT is effective as of _____, 2021, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and FRESN ECONOMIC OPPORTUNITIES COMMISSION (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective February 2, 2021 (the Agreement), related to provide funding for grocery distribution to enable compliance with COVID19 public health precautions and respond to the impacts of the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

- 1. **Term.** The term of the Agreement shall be extended through June 30, 2021.
- 2. **Compensation.** As of the date of this First Amendment, GRANTEE has been paid in full for all services to be provided pursuant to the Agreement and this First Amendment, and GRANTEE shall be entitled to no additional compensation.
- 3. **Effect of Amendment.** Except as expressly modified by this First Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

FRESNO ECONOMIC
OPPORTUNITIES COMMISSION

By: _____
Thomas C. Esqueda
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____ Date _____
Deputy City Attorney

By: _____
Name: _____

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy