

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 57th AMENDMENT TO THE ANNUAL
APPROPRIATION RESOLUTION NO. 2020-159 APPROPRIATING
\$1,000,000 FOR THE EXTENSION OF FOOD DISTRIBUTION
CONTRACTS WITH EIGHT NON-PROFIT AGENCIES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2020-159 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: PARKS, AFTER SCHOOL, RECREATION & COMMUNITY SERVICES DEPARTMENT General Fund	\$ 1,000,000
TO: PERSONNEL DEPARTMENT Liability Self-Ins Fund	\$(1,000,000)

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

General Fund

Revenues:

Account: 43910 Transfers From Other Fund	<u>\$ 1,000,000</u>
Fund: 10101	
Org Unit: 170502	

Total Revenues	<u>\$ 1,000,000</u>
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Appropriations:

Account: 58200 Council Motions	<u>\$ 1,000,000</u>
Fund: 10101	
Org Unit: 170502	

Total Appropriations	<u>\$ 1,000,000</u>
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	<u>Increase/(Decrease)</u>
<u>Liability Self-Ins Fund</u>	
Revenues:	
Account: 44910 Transfer From Other Fund	<u>\$ (1,000,000)</u>
Fund: 51502	
Org Unit: 540702	
Total Revenues	<u>\$ (1,000,000)</u>
Appropriations:	
Account: 63101 Refunds & Claims	<u>\$ (1,000,000)</u>
Fund: 51502	
Org Unit: 540702	
Total Appropriations	<u>\$ (1,000,000)</u>

THAT the purpose is to appropriate \$1,000,000 for the extension of food distribution contracts with eight non-profit agencies.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA}
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2021

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2021
Mayor Approval/No Return: _____, 2021
Mayor Veto: _____, 2021
Council Override Veto: _____, 2021

YVONNE SPENCE, CMC MMC
City Clerk

BY: _____
Deputy

Recommended Funding Allocation
Food Distribution Services

Program Plan
Food Distribution Assistance
Recommended 2nd Award

Organization	1st Grant Award	Food Box Delivered 1st Award	1st Award % Distribution	\$/Box Delivered 1st Award	Recommended 2nd Award (\$2MM Total)	2nd Award Distribution
Every Neighborhood Partnership	\$ 50,000	2,950	0.82%	\$ 16.95	\$ 100,000	5.00%
Education and Leadership Foundation	\$ 50,000	2,202	0.82%	\$ 22.71	\$ 100,000	5.00%
Southwest Fresno Community Economic Development Association (SFCEDA)	\$ 110,392	2,800	1.80%	\$ 39.43	\$ 100,000	5.00%
Reading and Beyond	\$ 247,710	5,500	4.04%	\$ 45.04	\$ 100,000	5.00%
The Fresno Center	\$ 460,112	19,098	7.51%	\$ 24.09	\$ 220,000	11.00%
Neighborhood Industries	\$ 1,389,155	47,938	22.68%	\$ 28.98	\$ 430,000	21.50%
Pardini's Catering	\$ 1,627,700	21,000	26.57%	\$ 77.51	\$ 250,000	12.50%
Fresno Unified School District	\$ 2,190,393		35.76%		\$ -	0.00%
Centro La Familia	\$ -				\$ 250,000	12.50%
Fresno Economic Opportunities Commission	\$ -				\$ 250,000	12.50%
Central California Food Bank	\$ -				\$ 200,000	10.0%
	\$ 6,125,462		100.00%		\$ 2,000,000	100.00%

Amendment Forms
Food Distribution Services

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the City of Fresno, a municipal corporation (CITY), and Neighborhood Industries (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$430,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant

period, and the average number of food boxes to be purchased per week during the grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

NEIGHBORHOOD INDUSTRIES,
a California nonprofit corporation

By: _____
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: _____
Raj Singh Badhesha Date
Supervising 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

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and READING AND BEYOND (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$100,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant period, and the average number of food boxes to be purchased per week during the

grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

READING AND BEYOND,
a California nonprofit corporation

By: _____
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: _____
Raj Singh Badhesha Date
Supervising 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

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and THE FRESNO CENTER (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$220,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant period, and the average number of food boxes to be purchased per week during the

grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

THE FRESNO CENTER,
a California nonprofit corporation

By: _____
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: _____
Raj Singh Badhesha Date
Supervising 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

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and EVERY NEIGHBORHOOD PARTNERSHIP (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$100,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant

period, and the average number of food boxes to be purchased per week during the grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Supervising Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

EVERY NEIGHBORHOOD PARTNERSHIP,
a California nonprofit corporation

By: _____

Name: _____

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

By: _____

Name: _____

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

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and EDUCATION AND LEADERSHIP FOUNDATION (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$100,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant

period, and the average number of food boxes to be purchased per week during the grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Supervising Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

EDUCATION AND LEADERSHIP
FOUNDATION,
a California nonprofit corporation

By: _____

Name: _____

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

By: _____

Name: _____

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

FIRST AMENDMENT TO GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the CITY OF FRESNO, a municipal corporation (CITY), and SOUTHEAST FRESNO COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION, INC. (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 1, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1. **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2. **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$100,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3. **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4. **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant

period, and the average number of food boxes to be purchased per week during the grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
 - e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
5. **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
7. **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Supervising Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

SOUTHEAST FRESNO COMMUNITY
ECOMONIC DEVELOPMENT
ASSOCIATION, INC.,
a California nonprofit public benefit corporation

By: _____

Name: _____

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

By: _____

Name: _____

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

THIRD AMENDMENT TO GRANT AGREEMENT

THIS THIRD AMENDMENT TO GRANT AGREEMENT (Amendment) is effective as of December 31, 2020, and amends the Grant Agreement between the City of Fresno, a municipal corporation (CITY), and PARDINI'S INC. (GRANTEE).

RECITALS

- A. CITY and GRANTEE entered into the Grant Agreement effective August 28, 2020, related to food distribution services in response to the COVID-19 pandemic.
- B. CITY and GRANTEE now desire to modify the Agreement by extending the timeline for performance and increasing GRANTEE's compensation accordingly, 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 aforesaid agreement be amended as follows:

- 1) **Term.** The term of the Grant Agreement shall be extended through March 31, 2021.
- 2) **Grant Amount.** CITY shall provide GRANTEE an amount not to exceed \$250,000 to continue the services described in Exhibit A of the Grant Agreement, payable in one installment within 10 days of the execution of this Amendment.
- 3) **CARES Act Compliance and Certification.** Unless otherwise specified in writing, the source of funding for the grant pursuant to this Amendment is not subject to CARES Act compliance.
- 4) **Acquisition of Food.** To maximize the pounds of food delivered per dollar of available funding, the City has pre-negotiated a food box price with the Central California Food Bank to benefit from the economies of scale offered by the Central California Food Bank.
 - a) The City's pre-negotiated food acquisition cost is \$15 per food box.
 - b) The GRANTEE may purchase these food boxes from the Central California Food Bank at the City's pre-negotiated price.
 - c) The GRANTEE will execute an MOU with the Central California Food Bank to specify the total number of food boxes that will be purchased during the grant period, and the average number of food boxes to be purchased per week during the grant period.

- d) GRANTEE shall submit food box orders using the Central California Food Bank's online order system.
- e) The GRANTEE is not required to purchase food from the Central California Food Bank if a comparable food acquisition option is available to the GRANTEE.
- 5) **COVID19 Relief Funding.** If GRANTEE receives additional resources from the federal appropriation of COVID19 Relief Funds for food assistance services, the GRANTEE shall use the COVID19 Relief Funds to supplement the City's food distribution grant to deliver more food to residents in the City.
- 6) **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this Amendment.
- 7) **Effect of Amendment.** Except as expressly modified by this Amendment, the Agreement, as previously amended, is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Raj Singh Badhesha Date
Supervising Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

PARDINI'S INC.,
a California corporation

By: _____

Name: _____

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

By: _____

Name: _____

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