

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS**

**FIRST GRANT AGREEMENT AMENDMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**BUILD PUBLIC INC.**

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THIS GRANT AMENDMENT (this "Amendment") is made as of **November 6, 2017**, in San Francisco, California, by and between BUILD PUBLIC INC. ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Agency (as hereinafter defined),

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to amend the grant agreement as follows:

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Specific Terms.** The term "Agreement" shall mean the Agreement dated April 25, 2017 between Grantee and City, as amended by the:

**First amendment dated NOVEMBER 6, 2017,**

**b. 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 Agreement is hereby modified as follows:

- a. **Article 5. USE AND DISBURSEMENT OF GRANT FUNDS.** Section of the Agreement currently reads as follows:

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed SIXTY THOUSAND Dollars (~~\$60,000~~).

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

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed ONE-HUNDRED AND TWENTY-THOUSAND Dollars (~~\$120,000~~).

- b. **Appendix B, Page B-4.** Addition of the following document titled “Inner Sunset GBD Formation Phase III Costs: Plan Development” to Appendix B:

**INNER SUNSET GBD FORMATION PHASE III COSTS: PLAN DEVELOPMENT**

September - December 2017

Phase	Task Deliverable	Est. Hrs	Total Labor Costs	Grant-Supported Labor Costs	Anticipated Community Fundraising Contributions	Grant-Supported Materials Costs	Anticipated Community Materials Contributions	Notes
3	A	15	\$ 1,500	\$ 1,200	\$ 300			Develop service plan drafts to inform decision-making on GBD services & improvements
	B	300	\$ 30,000	\$ 24,000	\$ 6,000	\$400	\$100	8 Formation Committee meetings; City agency & large stakeholder outreach; printing & materials
	C	50	\$ 5,000	\$ 4,000	\$ 1,000			Write full draft & integrate feedback into ongoing revisions of plan
	D	20	\$ 20,000	\$ 16,000	\$ 4,000			Includes Assessment Engineer (AE) professional services fee
	E	50	\$ 5,000	\$ 4,000	\$ 1,000			Update property database to include proposed assessment
	F	15	\$ 1,500	\$ 1,200	\$ 300			3-5 meetings for ongoing feedback on draft Management Plan & Engineer's Report
	G	30	\$ 3,000	\$ 2,400	\$ 600			Coordinate with AE & FC to integrate feedback; secure FC approval
	H	35	\$ 3,500	\$ 2,800	\$ 700			Coordinate with AE & FC to address City Attorney comments & make revisions for final approval
	I	Ongoing communications with community	50	\$ 5,000	\$ 4,000	\$ 1,000		

<b>Sub-totals</b>	<b>515</b>	<b>\$ 74,500</b>	<b>\$ 59,600</b>	<b>\$ 14,900</b>	<b>\$ 400</b>	<b>\$ 100</b>
		<b>Total Labor Costs</b>	<b>Grant-Supported Labor</b>	<b>Anticipated Community Fundraising Contributions</b>	<b>Grant-Supported Materials</b>	<b>Anticipated Community Materials Contributions</b>

TOTAL Phase III Costs \$ 75,000

TOTAL Grant Funding Request \$ 60,000

TOTAL Anticipated Community Matching Contributions \$ 15,000

- c. **Appendix B. Article 4. Grant Budget & Funding Plan** on Page 9 of the Original Proposal Submission shall be replaced in its entirety by the following:

#### 4. Grant Budget & Funding Plan

For more details, see Appendix C: Detailed Project Budget.

PHASE	REQUIRED DELIVERABLES	ORIGINAL BUDGET REQUEST	ORIGINAL LEVERAGED RESOURCES	CONTRACT ADDENDUM BUDGET REQUEST	CONTRACT ADDENDUM LEVERAGED RESOURCES
1. Planning	<ul style="list-style-type: none"> <li>Establish GBD Formation Committee representative of survey area (min: 50% property owner representation)</li> <li>Identify initial scope, study area, and participant base</li> </ul>	\$4,250			
2. Feasibility	<ul style="list-style-type: none"> <li>Development of initial boundary map</li> <li>Creation of property owner, business owner, and stakeholder databases</li> <li>Administration and execution of property owner survey and analysis of findings</li> <li>Draft Services Plan &amp; Needs Assessment Report</li> <li>General Project Management by qualified staff/consultants</li> </ul>	\$45,750	\$44,250		
3. Plan Development	<ul style="list-style-type: none"> <li>Development of initial service plan and budget</li> <li>Hiring of technical consultants and develop key GBD formation documents (i.e., Assessment Methodology, Management Plan, Engineer's Report, Boundary Map, Assessment Diagram, etc.)</li> </ul>			\$60,000	\$15,000
4. Petition	<ul style="list-style-type: none"> <li>Execution of property owner petition process</li> <li>Development and distribution of outreach materials</li> </ul>				
5. Ballot	<ul style="list-style-type: none"> <li>Development and distribution of outreach materials</li> <li>Execution of property owner petition process</li> </ul>				
6. District Establishment	<ul style="list-style-type: none"> <li>Establish 501(c)3 to administer property owner assessment district funds</li> <li>Execution of City-GBD Management Agreement</li> </ul>				
<b>TOTALS</b>		<b>\$50,000</b>	<b>\$44,250</b>	<b>\$60,000</b>	<b>\$15,000</b>

**3. Effective Date.** Each of the modifications set forth in Section 2 and additions in Section 3 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 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

**Build Public Inc.**

  
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**MOHAMMED NURU**  
**DIRECTOR**  
**SAN FRANCISCO PUBLIC WORKS**

  
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**Brooke Ray Rivera**  
**Executive Director**  
**315 Linden Street**  
**San Francisco, CA 94102**

City vendor number: 94588

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:

  
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**Yadira Taylor**  
Deputy City Attorney