AMENDMENT ONE TO MEASURE K GRANT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EMPOWERING THROUGH ACTION AT HILLSDALE

THIS AMENDMENT ONE TO THE AGREEMENT, entered into this 11th day of March, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Empowering through Action at Hillsdale, hereinafter called "Grantee";

<u>WITNESSETH</u>:

WHEREAS, on December 10, 2024 the parties entered into a **Measure K** Grant Agreement ("Agreement") to provide One Tuff Shed and Lead Positions for the 2024-2025 school year for the Peace Pantry, Community Garden and Community Closet in an amount not to exceed \$19,500 for a term December 10, 2024, through July 31, 2025; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through December 31, 2025, and replace original Exhibits A and B in their entireties with Exhibit A1 and B1.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:

Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin December 10, 2024, and continue through December 31, 2025. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval by the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all of the funds disbursed under this Agreement.

- 2. Replace original Exhibits A and B in their entireties with Exhibit A1 (rev. March 11, 2025) and Exhibit B1 (rev. March 11, 2025).
- 3. All other terms and conditions of the agreement dated December 10, 2024, between the County and Grantee shall remain in full force and effect.

In witness of and in agreement with this Amendment One to Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Grantee: Empowering through A	Action at Hillsdale,		
Brett Stevenson	2/19/2025	Brett Stevenson	
Grantee Signature	Date	Grantee Name (please print)	
For County:			
For County.			
		CHIEF FINANCIAL OFFICER	
	_		
(Signature) Authorized Designee	Date	Job Title (please print)	
County of San Mateo		80125-6265	
ROBERTO MANCHIA		Budget Unit	
(please print name)		BOSD2	
Authorized Designee County of San Mateo		Measure K JL Code	

Exhibit A1 (rev. March 11, 2025)

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the March 11, 2025 Board transmittal and resolution incorporated herein by reference:

Grantee shall use Measure K funds to develop their Alameda parking lot as a hub for resources (Community Closets, Community Garden and Peace Pantry) and expand its Community Garden by increasing the organic fruits and vegetables it provides to families weekly at its Friday Peace Pantry, in support of vulnerable students and families who are struggling with the high cost of living and food insecurity. Additionally, the grant will pay for the installation of a Tuff Shed to store Peace Panty equipment and supplies to support the program expansion.

Budget

Item	Amount
10x10 Tuff Shed installed for Peace Pantry Equipment, storage, small carts	\$6,000
and supplies	
New fencing, pedestrian gate and redwood lumber for additional raised beds	\$13,500
to complete garden expansion	
TOTAL	\$19,500

In no event shall the County's fiscal obligation under this Agreement exceed \$19,500.

Exhibit B1 (rev. March 11, 2025)

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A1 (rev. March 11, 2025) and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than December 31, 2025. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to, the County Executive's Office, the County Communications Officer, or the Supervisorial District Office.

Performance Measure	<u>Target</u>
Provide weekly groceries to 140 families every Friday	100 % Complete
Increase annual production of organic fruits and vegetables from a rate of 2,000 pounds per year to 2,500 pounds per year	100% Complete
Distribute cultural food staples provided by Mi Rancho Market 2x per month	100 % Complete
Add six raised garden beds to enable increased production of fresh fruits and vegetables.	100% Complete

Payment will be made within 30 days of receipt of an adequate invoice by the County Executive's Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

Grantee shall provide County with a written itemized invoice that allows the County to reconcile the work performed. Grantee shall provide a description of monthly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

All invoices shall include the agreement number, project location, dates of service and specified work completed.

Pursuant to Section 2 of the Grant Agreement, County's total fiscal obligation shall not exceed \$19,500.

Remit invoices to:
County Executive's Office
Mally Ortiz, Administrative As

Molly Ortiz, Administrative Assistant II 500 County Center, 5th Floor, Redwood City, CA 94063

Email: CEO AP Inbox@smcgov.org

Phone: (650) 363-1810