

**AMENDMENT TWO TO MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO AREA CHAMBER OF COMMERCE**

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 9th day of May, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Area Chamber of Commerce, hereinafter called "Grantee";

W I T N E S S E T H:

WHEREAS, the County approved a Measure K grant to the San Mateo Area Chamber of Commerce on June 14, 2022, as set forth below,

WHEREAS, on June 14, 2022, the parties entered into a Grant Agreement to support Grantee's Business Assessment Center (supporting a part-time employee and the purchase of new technology for the Center), with the County providing a Measure K grant in the amount of \$115,000, for the term June 14, 2022 through November 30, 2022; and

WHEREAS, on December 13, 2022, the parties amended the Grant Agreement ("Amendment 1") to extend the term through June 30, 2024, redefine the payment terms of the grant, allow for up-front funding of half of the grant, and replace Exhibits A and B in their entirety; and

WHEREAS, the parties wish to further amend the Grant Agreement ("Amendment 2") to redefine the payment terms of the grant, shorten the term of the agreement, amend the scope of services, and replace Exhibit A (rev. December 13, 2022) and Exhibit B (rev. December 13, 2022) in their entirety.

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

1. Section 2 of the Agreement is amended to read as follows:

Grant

County hereby grants to Grantee a sum not to exceed ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as defined in Exhibit A1 (rev. May 9, 2023), and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any

obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

County shall disburse grant funds to Grantee upon receipt of invoices. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A1 (rev. May 9, 2023) and B1 (rev. May 9, 2023). The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is amended as follows:

- **Payment 1** – Invoice for up to 50% (\$57,500) of the grant upon execution of Amendment 1 to the agreement.
- **Payment 2** – Invoice for up to \$28,750 of the grant upon submission of receipts/invoices showing expenditures on items funded by the grant, including photographs and use of Measure K logo as approved by the County.
Note: this can only be invoiced after the submission of invoices documenting the expenditure of the first 50% of the grant (\$57,500).
- **Payments 3:** Invoice for the remaining grant funding (\$28,750), upon submission of receipts/invoices showing expenditures on items funded by the grant, including photographs and use of Measure K logo as approved by the County.

INVOICES: Requests for grant disbursement should be (1) on the organization’s official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Cristal Pepin, Accountant II
400 County Center, 1st Floor
Redwood City, CA 94063
Email: CEO_AP_Inbox@smcgov.org
Phone: (650) 363-4170

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

Term & Termination

Subject to compliance with all terms and conditions, the term of the Agreement shall begin on June 14, 2022 and continue through December 31, 2023. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based on 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, at its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

- 3. Section 12 of the Agreement is amended to read as follows:

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below, and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges paid, with an established overnight courier that provides a tracking number showing confirmation receipt.

In the case of County, to:	In the case of Grantee, to:
Molly Ortiz, Administrative Assistant II 400 County Center, 1 st Floor Redwood City, CA 94063 Phone: (650) 363-1810 Email: mevillagomez@smcgov.org	Erica Wood, President & CEO 1730 S. Amphlett, #206 San Mateo, CA 94402 Phone: (650) 401-2443 Email: erica@sanmateochamber.org

Original Exhibit A (rev. December 13, 2022) and Exhibit B (rev. December 13, 2022) are replaced with Exhibit A1 (rev. May 9, 2023) and Exhibit B1 (rev. May 9, 2023).

- 4. **All other terms and conditions of the agreement dated June 14, 2022, and amended on December 13, 2022, between the County and Grantee shall remain in full force and effect.**

Agreement No. _____

Board Resolution No. _____

* * *

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

DocuSigned by:
Erica Wood

087E14003D2E442...
(signature)
Authorized Representative
Grantee
Erica Wood

4/21/2023

Date

San Mateo Area Chamber of Commerce

Name of Grantee

(please print name)
Authorized Representative
Grantee

For County:

(Signature)
Authorized Designee
County of San Mateo

Date

CHIEF FINANCIAL OFFICER

Job Title (please print)

80125-6265

Budget Unit

BOSD2

Measure K JL Code

ROBERTO MANCHIA

(please print name)
Authorized Designee
County of San Mateo

Exhibit A1 (rev. May 9, 2023)

The County and Grantee agree that the grant funds shall be only used to further the goals of the following Project, described below and in the May 9, 2023, Board transmittal and resolution, attached hereto:

Grantee will use Measure K funds to support the Business Assistance Center, which provides free and confidential business advising, mentoring, and support services to businesses in San Mateo County. Specifically, the Measure K funds will support a part-time employee from August 2022 through December 31, 2023; development of a new brand for the Business Assistance Center, including the development of a new logo and messaging; advertisements; development of a business directory and community guide; promotion of the Business Assistance Center through social media; and the purchase of new technology for the Business Assistance Center.

Exhibit B1 (rev. May 9, 2023)

In accordance with the terms of this Grant Agreement, Grantee will provide as allowed by budget, or cause to be provided the services for the Project detailed in Exhibit A1 (rev. May 9, 2023) 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, 2023. 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.

<u>Performance Measure</u>	<u>Target</u>
Provide a part-time employee for the new Business Assistance Center for August 2022 to December 31, 2023	Complete
Develop a new brand for the Business Assistance Center, including the development of a new logo and messaging; develop and provide advertisements; develop a business directory and community guide; promote the Business Assistance Center through social media; and purchase new technology for Business Assistance Center.	Complete