## AMENDMENT ONE TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ST. JAMES COMMUNITY DEVELOPMENT CORPORATION

THIS AMENDMENT TO THE AGREEMENT, entered into this 17th day of October,

2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and St. James Community Development Corporation hereinafter called "Grantee";

## WITNESSETH:

WHEREAS, the parties entered into an Agreement on July 11, 2023 for the purpose of funding the matters set forth in the Grantee's Project described in Exhibit A (the "Grant"); and

WHEREAS, the parties wish to amend the Agreement to provide up front funding of \$30,000.00 for pre-development costs associated with said Project.

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

**1.** Section 2 (Grant) of the Agreement is amended to read as follows:

County hereby grants to Grantee a sum not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000) 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 identified in Exhibit A, 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.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. 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 A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

• Payment 1- Invoice for up to 50% of the grant (\$30,000), upon execution of Amendment No. 1 to the Agreement.

- Payment 2- Invoice for remainder of the grant (\$30,000), 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: Grantee must submit receipts/invoices documenting that Payment 1 (upfront funding) was expended on items funded by the grant to County's satisfaction before County will make any reimbursement payment under Invoice 2. Any disbursed funds associated with unsubstantiated expenses must be returned to the County within fifteen (15) days of the County providing notice to Grantee. Any funding not expended by the Grantee through the end of the term of the Agreement must be returned to the County within sixty (60) days of the end of the term of the Agreement.
- 2. All other terms and conditions of the Agreement dated July 11, 2023, between the County and Grantee shall remain in full force and effect.

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:	10/5/2023	St. James Community Development Corporation
Marlyn Bussey		
(signature) Authorized Representative Grantee Marlyn Bussey	Date	Name of Grantee
(please print name) Authorized Representative Grantee	_	
For County:		
		CHIEF FINANCIAL OFFICER
(Signature)	Date	Job Title (please print)
Authorized Designee County of San Mateo		80125-6265
ROBERTO MANCHIA		Budget Unit
(please print name) Authorized Designee	_	BOSD2
County of San Mateo		Measure K JL Code