

**AMENDMENT FOUR TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LOS ALTOS MOUNTAIN VIEW COMMUNITY FOUNDATION**

THIS AMENDMENT FOUR TO THE AGREEMENT is entered into this 30th day of January, 2024 (the "Effective Date"), by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Los Altos Mountain View Community Foundation, hereinafter called "Grantee". The County and Grantee may be collectively referred to herein as "Parties" and individually as a "Party".

W I T N E S S E T H:

WHEREAS, on December 14, 2021, the Parties entered into a **Measure K** Grant Agreement ("Agreement") for the benefit of the Center for Age-Friendly Excellence (to continue the promotion of public policies and projects in support of healthy and active living by working with cities within San Mateo County to become Age-Friendly Certified San Mateo County jurisdictions) in the amount of \$500,000 in one-time district-discretionary **Measure K** funds for the term December 14, 2021 through December 31, 2023; and

WHEREAS, on February 22, 2022, the Parties amended the Agreement ("Amendment 1") to change the formal name of the grantee and redefine the payment terms of the grant; and

WHEREAS, on April 23, 2023, the Parties amended the grant Agreement ("Amendment 2") to further redefine the payments terms of the grant; and

WHEREAS, on December 13, 2023, the Parties amended the Agreement to extend the term to January 31, 2024 ("Amendment 3"); and

WHEREAS, the Parties wish to further amend the grant Agreement ("Amendment 4") to increase the amount by \$500,000 in **Measure K** funds to a new not-to-exceed amount of \$1,000,000, extend the term through December 31, 2025, and replace Exhibits A and B with Exhibit A1 (rev. Jan. 1, 2024) and Exhibit B1 (rev. Jan. 1, 2024) and make other adjustments to the Agreement as specified herein.

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

1. Section 2 of the Agreement is amended and restated in its entirety to read as follows:

Grant

County hereby grants a total sum not to exceed ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) 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 A1 (rev. Jan. 1, 2024), 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.

As further specified in Exhibit B1 (rev. Jan. 1, 2024), County shall disburse funds to Grantee upon receipt and approval 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. Jan. 1, 2024) or B1 (rev. Jan. 1, 2024). The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule for the Grant amount is as follows:

- **Payment 1** – Invoice for up to \$125,000, upon execution of Amendment 1 to the Agreement.
- **Payment 2** – Invoice for up to \$125,000 on May 10, 2022, for the second quarter of tasks identified in Exhibit A, upon submission of receipts/invoices showing expenditures of Payment 1 on items funded by the Grant.
- **Payment 3** – Invoice for up to \$125,000 on August 10, 2022, for the third quarter of tasks identified in Exhibit A, upon submission of receipts/invoices showing expenditures of Payment 2 on items funded by the Grant.
- **Payment 4** - Invoice for up to \$125,000, for the fourth quarter of tasks identified in Exhibit A, upon submission of receipts/invoices showing expenditures of Payment 3 on items funded by the grant.
- **Payment 5** – Invoice for up to \$62,500 upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 4 on items funded by the Grant.
- **Payment 6** – Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 5 on items funded by the Grant.
- **Payment 7** – Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 6 on items funded by the Grant.

- **Payment 8** – Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 7 on items funded by the Grant.
- **Payment 9** - Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 8 on items funded by the Grant.
- **Payment 10** - Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 9 on items funded by the Grant.
- **Payment 11** - Invoice for up to \$62,500 on upon submission of receipts/invoices and progress reports for tasks identified in Exhibit A1 showing expenditures of Payment 10 on items funded by the Grant.
- **Payment 12** - Invoice for the final \$62,500 to be paid in advance for the remaining tasks identified in Exhibit A1 upon County's review and approval of submitted receipts/invoices showing expenditures of Payment 11 on items funded by the Grant. **Note: Payment 12 will not be issued until all other invoices for Payments 5, 6, 7, 8, 9, 10, and 11 have been paid and substantiated by actual expenditures (following County's receipt of supporting documentation in the form of receipts/invoices). Back up (supporting) documentation identifying all expenditures associated with this final payment must be received by the County within thirty (30) days of the end of the term of the Agreement. In addition, any disbursed funds associated with unsubstantiated expenses must be returned to the County within fifteen (15) days of the County providing notice to Grantee.**

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

Cristal Pepin
455 County Center, 4th Floor
Redwood City, CA 94063
(650) 363-4170
[CEO AP Inbox@smcgov.org](mailto:CEO_AP_Inbox@smcgov.org)

2. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

Term & Termination

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

The Agreement may be terminated by mutual written agreement of the Parties at any time. 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 of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds. Grantee may terminate this Agreement upon 30 days' written notice to the County in the event that Grantee reasonably determines that it is unable to provide the services in Exhibit A1 because key personnel needed to lead the implementation of this grant are no longer affiliated with the Center for Age-Friendly Excellence.

County may suspend and/or terminate this Agreement if Grantee fails to comply with 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 of the funds disbursed under this Agreement; provided that in the event of termination, Grantee shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

3. A new Section 20 of the Agreement is added to the Agreement, as follows:

Reimbursable Travel Expenses

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast,

lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.


4.

Exhibits A and B are replaced with and superseded by Exhibit A1 (rev. Jan. 1, 2024) and Exhibit B1 (rev. Jan. 1, 2024), which shall be in effect as of the Effective Date of this Amendment 4.

- 5.** Except as set forth in this Amendment, all other terms and conditions of the Agreement dated December 14, 2021, as amended, between the County and Grantee shall remain in full force and effect.

In witness of and in agreement with this Agreement’s terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Grantee: LOS ALTOS MOUNTAIN VIEW COMMUNITY FOUNDATION

<div><div>DocuSigned by:</div><div></div><div>3284C61F87AA44F...</div></div>	<div>1/19/2024</div>	<div>Adin Miller</div>
Grantee Signature	Date	Grantee Name (please print)

For County:

COUNTY OF SAN MATEO

By: _____
Authorized designee, San Mateo County

Title: _____

Date: _____

EXHIBIT A1 (REV. JAN. 1, 2024)

In consideration of the payments set forth in Exhibit B, Grantee shall provide the following services and shall use grant funds exclusively to complete the following project (the "Project"), described below. Grantee shall be responsible for ensuring that the Project, through Grantee and/or its service providers, provides services consistent with the requirements and parameters specified herein.

- A. The Center for Age-Friendly Excellence (CAFÉ) shall provide technical assistance to 4 Age-Friendly Certified (AFC) cities in San Mateo County to develop and complete their respective AARP required action plan ("Action Plan") to maintain their certification status, and which Action Plan shall also align with the CAFÉ model.
 - a. CAFE will work directly with each city including hands on planning, personal consulting with city staff (departments) and community stakeholders, researching and writing the actual document, and producing original graphics for each city Action Plan. CAFE will take a holistic approach from start to successful finish to maintain consistency throughout the process.
 - b. All Action Plans will include the following elements:
 - i. Cover page
 - ii. Executive summary or letter from the state or community's top elected official
 - iii. The table of contents
 - iv. A community profile
 - v. An introduction to the plan
 - vi. An explanation of how the plan was developed
 - vii. Information about who was involved in the development of the plan
 - viii. Information about who will manage the implementation of the plan
 - ix. Other information that is important to the plan
 - x. The action plan
 - xi. Appendices and supporting documentation
 - xii. And the following additional substantive content:
 - 1. A statement of what must be achieved (aka: the goals or output)
 - 2. Activities that have to be followed to reach the objective or goal
 - 3. The target date for completion and/or a schedule for when each activity
 - 4. Identification of the group or individual responsible for each activity
 - 5. Clarification of the inputs or resources for completing the task
 - 6. Identification of the indicators that will allow for measuring progress toward the goals
 - c. CAFE staff will engage in community input and organization. Prior to planned Action Plan work, CAFE assists cities in working with AARP to compile an AARP Livability Survey in order to broaden the sense of input from the communities in order to incorporate results

into their future Action Plan. Data from this quantitative AARP survey and prior focus group qualitative data will be synthesized into a coherent whole for easy and accessible understanding and planning.

- d. CAFE will conduct any needed additional focus groups to the ones already conducted during the AFC certification process. CAFE will integrate current quantitative data reporting on each city into the individual Action Plans where needed.
- e. CAFÉ will organize at least one town hall per city, analyze the qualitative data and write a report of findings per city. CAFE will analyze any prior community needs surveys and include findings in the city Action Plans. CAFE will fully engage city staff (departments) and community organizations in the Action Plan process and include any related community outreach. CAFE will do the “heavy lifting” and serve as a reliable partner to produce an original, community-based and living Action Plan document for each city which will continue to be a well-grounded resource for carrying out projects and for future Action Plans in upcoming cycles. These documents serve as timely sources for planning, budgeting and media communications for each city.

B. Performance Measure

<u>Performance Measure</u>	<u>Target</u>
Grantee will work with 4 AARP-certified Age-Friendly Community cities in San Mateo County to meet the Action Plan requirements to maintain AARP certification as Age-Friendly Communities.	Complete

- B. Reporting. Grantee shall provide the County with written quarterly reports detailing (a) Project status and progress toward delivering the services described herein and meeting the Performance Measures set forth above; (b) expenditures to which the Grant funds have been applied as specified in Exhibit B; and (c) any further reporting reasonably requested by the County to effectuate the terms and conditions of the Agreement. Grantee’s quarterly reporting shall be due within seven (7) days after end of each quarter.

EXHIBIT B1 (REV. JAN. 1, 2024)

Subject to Grantee's compliance with the terms and conditions of the Agreement, the County shall disburse the Grant in accordance with the payment schedule specified in Section 2 of the Agreement and the additional terms set forth herein.

1. Grantee's fees and expenses for the Project services provided in Exhibit A1 shall be consistent with the estimated budget set forth as Exhibit C, which is incorporated by reference as if fully set forth herein; provided that the Parties may agree to review and revise the estimated budget which in no event shall exceed (with the payments previously provided under this Agreement) the fiscal limits of this Agreement under Section 2 of the Agreement. The Parties agree that notwithstanding Section 20, this Agreement permits Local Travel, provided that reimbursement for such Local Travel expenses requires pre-authorization and approval as set forth in Section 20.
2. Grantee may charge up to 5% of the total Agreement amount (i.e., 5% of \$1,000,000, not to exceed \$50,000 in aggregate) as administrative costs incurred under this Agreement, provided that sufficient supporting documentation is provided (which shall be satisfied through a line-item invoice for such administrative charge). Subject to these requirements and limits, this provision shall permit payment of the 5% administrative cost charge in connection with each of the eight payments set forth in Section 2. Pursuant to Section 2 of this Agreement, the County's total fiscal obligation shall not exceed \$1,000,000 (inclusive of the 5% administrative charge).
3. Payment will be made within 30 days of receipt of an approved 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. County will send Contractor confirmation of invoice receipt and approval.
4. Grantee shall provide County with a written itemized invoice that allows the County to reconcile the Project services performed with the expenses charged. 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.
5. Grantee shall include a written certification that the costs were actually incurred and reasonable and necessary for the Project and that the supporting documentation is true, correct and complete.
6. All invoices shall include the agreement number, project location, dates of service and specified work completed.

Exhibit C
Project Budget
January 1, 2024 – December 31, 2025

Item	Amount for 4 Cities	Per City Estimate
Executive Director (.125 FTE)	43,000	10,750
Strategic Alliance Lead (.50 FTE)	112,359	28,090
Co Project Director/Contract Manager (.50 FTE)	112,359	28,090
Co Project Director (.25 FTE)	56,180	14,045
Webmaster (.125 FTE)	15,726	3,931
Evaluation Specialist (.40 FTE)	12,491	3,123
Financial Analyst (.025 FTE)	4,300	1,075
G Suite Coord. (.15 FTE)	17,738	4,434
Content Data Analyst	900	225
Media/Social Media (flat fee not to exceed 1,000/year)	2,000	500
Graphic Designer report production	16,800	4,200
Payroll Taxes 8.6%	32,254	8,064
Retirement Plan Match 2%	7,501	1,875
SUBTOTAL	\$433,607	\$108,402
Events (3)	3,000	750
Office (Gsuite. Hostgator, ASA, Otter.ai, Zoom)	3,040	760
Travel : Community Outreach	35,100	8,775
Administrative Charge @ 5% (LAMVCF)	24,987	6,247
TOTAL	\$499,734	\$124,933

Events

-Box Lunch/person + handouts: 500 * \$20 - \$1,000 /event