

**AMENDMENT THREE TO THE GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY LARGE ANIMAL EVACUATION GROUP**

THIS AMENDMENT THREE TO THE GRANT AGREEMENT, entered into this 23rd day of April 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Large Animal Evacuation Group, hereinafter called "Grantee";

W I T N E S S E T H:

WHEREAS, the parties entered into a Measure K Grant Agreement (Agreement) for the purchase of temporary pens for the evacuation of large domestic animals during a disaster/emergency in an amount not to exceed \$300,000 for the term December 13, 2022 to November 30, 2023; and

WHEREAS, on October 31, 2023, the parties amended the Agreement to extend the term through March 31, 2024 with no change to the not-to-exceed amount of \$300,000; and

WHEREAS, on March 21, 2024, the parties amended the Agreement a second time to extend the term through June 30, 2024 with no change to the not-to-exceed amount of \$300,000; and

WHEREAS, the parties wish to amend the Agreement a third time to extend the term through June 30, 2025, redefine the payment terms of the grant, and replace Exhibits A and B in their entireties, with no change to the not-to-exceed amount of \$300,000.

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 THREE HUNDRED THOUSAND DOLLARS (\$300,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of the Grantee's Project as identified in Exhibit A1 (rev. April 23, 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 this Project.

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

County shall distribute 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 A1 (rev. April 23, 2024) or B1 (rev. April 23, 2024). The County reserves the right to change the disbursement method during the term of the Agreement.

The disbursement schedule is as follows:

- Payment 1 – Invoice for up to \$150,000 of the grant upon execution of the Agreement. Prior to submission of an invoice for Payment 2, below, Grantee shall submit back-up documentation showing expenditures for Payment 1 of items funded by the grant.
- Payment 2 – Invoice for \$70,800 of the grant upon submission of an invoice providing documentation of the successful delivery of 48 portable stalls with canvas roofing.
- Payment 3 – Invoice for \$34,025.83 upon submission of an invoice providing documentation of expenses for the assembly, installation, pipe corrals and mats for the animal stalls.
- Payment 4 – Invoice for the remainder of the grant (\$45,174.17) upon execution of Amendment 3. **Note: Grantee is required to provide receipts/invoices showing expenditures and proof of performance measures on items funded by the grant and listed in Exhibits A1 and/or B1, including photographs and use of Measure K logo as approved by the County no less than thirty (30) days prior to the end of the term of this Agreement. In addition, any disbursed funds associated with unsubstantiated expenses, or disbursed funds not spent for the purpose of this grant, must be returned to the County within fifteen (15) days of the County providing notice to Grantee.**

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 this Agreement shall begin December 13, 2022 and continue through June 30, 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 of 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 funds disbursed under this Agreement.

3. Original Exhibits A and B are replaced with Exhibit A1 (rev. April 23, 2024) and Exhibit B1 (rev. April 23, 2024).

See attached.

4. **All other terms and conditions of the Agreement dated December 13, 2022, and amended October 31, 2023 and March 21, 2024, 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:

<div>DocuSigned by: <i>Robin Camozzi</i> 08D9C7E64F5D4F7...</div> <div>(signature) Authorized Representative Grantee</div> <div>Robin Camozzi</div> <div>(please print name) Authorized Representative Grantee</div>	<div>4/11/2024</div> <div>Date</div>	<div>San Mateo County Large Animal Evacuation Group</div> <div>Name of Grantee</div>
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For County:

<div>(Signature) Authorized Designee County of San Mateo</div> <div>ROBERTO MANCHIA</div> <div>(please print name) Authorized Designee County of San Mateo</div>	<div>Date</div>	<div>CHIEF FINANCIAL OFFICER</div> <div>Job Title (please print)</div> <div>80125-6265</div> <div>Budget Unit</div> <div>BOSD2 and BOSD3</div> <div>Measure K JL Code</div>
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Exhibit A1 (rev. April 23, 2024)

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 April 23, 2024 Board transmittal and resolution. Incorporated herein by reference.

Grantee will use the grant funds to purchase equipment, information technology and software, gas cards, and staff uniforms to prepare for the evacuation of large domestic animals during a disaster/emergency. Grantee will use the grant funds to purchase items substantially similar to those noted below. Costs listed below are estimates only, and actual costs may vary slightly. In no event may County's total fiscal obligation under this Agreement exceed \$300,000.

Item	Quantity	Estimated Total Cost (including tax, delivery and installation)*
Portable stalls with canvas roofing (includes assembly and installation)	48	\$220,800
Pipe corrals and mats for portable stalls for cattle (includes delivery)	10	34,025.83
Pig Boards	22	2,045.41
Portable stall package for wooden stalls	1	8,203.50
Muck buckets	25	1,093.80
Tools used during rescues - for animal and volunteer safety ("Premium glide package")	1	\$6,211.80
Solar panel for equipment trailer	1	1,093.80
Carport structure for rescue trailers	1	4,992.10
Internet service units for mobile trailers	2	1,529.00
Software to track animals during a disaster	1	8,000
Human first aid kits	13	984.42
CM Johnson guide maps	25	1,011.77
Fire shelters and practice shelter	5	2,537.62
Lenovo Think Pads for staff	2	1,354.45
Uniform shirts	57	\$2,116.50
Gas cards for volunteer staff (\$50 per card)	80	4,000.00
TOTAL		\$300,000

***Actual costs may vary slightly from estimate.**

Under no circumstances will the County's fiscal obligation exceed \$300,000.

Exhibit B1 (rev. April 23, 2024)

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. April 23, 2024) 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 June 30, 2025. In addition, Grantee agrees to provide descriptive information about the Project funded by 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	Target
Purchase equipment, information technology and software, gas cards, and staff uniforms to prepare for an emergency evacuation of large domestic animals	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 fiscal obligation shall not exceed \$300,000.00.

Remit invoices to:

County Executive's Office
Molly Ortiz, Administrative Assistant II
400 County Center, 1st Floor
Redwood City, CA 94063
Email: CEO_AP_Inbox@smcgov.org
Phone: (650) 363-1810