

**AMENDMENT 2 TO MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE (DBA DALY CITY PARTNERSHIP)**

THIS AMENDMENT 2 TO THE AGREEMENT, entered into this 11th day of June 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Daly City Peninsula Partnership Collaborative (dba Daly City Partnership), hereinafter called "Grantee";

W I T N E S S E I H:

WHEREAS, the County and Grantee entered into a **Measure K** grant agreement on July 26, 2022 for the purpose of funding startup activities and renovation of the physical space for the Kapwa Kultural Center and Café in an amount not to exceed \$100,000 for a term July 26, 2022 through July 31, 2023; and

WHEREAS, the County and Grantee amended the agreement on December 15, 2023, to extend the term of the agreement through August 31, 2024, with no change to the not to exceed amount or the scope of work; and

WHEREAS, the parties wish to further amend the agreement, to provide for partial up front funding and to extend the term of the agreement through December 31, 2024, with no change to the scope of work.

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

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

The disbursement schedule is as follows:

- **Payment 1**- Payment 1 in the amount of \$22,186.28 was issued upon receipts/invoices showing expenditures on items funded by the grant.
- **Payment 2**- Invoice for up front funding of \$44,000.00, upon execution of Amendment No. 2 to the Agreement.
- **Payment 3**- Invoice for remainder of the grant (\$33,813.72), 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 2 (up front funding) was expended on items

funded by the grant to County's satisfaction before County will make any reimbursement payment under Payment 3. 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 no less than sixty (60) days after termination of the Agreement.

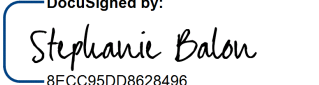
2. Section 3, Term & Termination is revised to reflect a new termination date of December 31, 2024.

3. Exhibit B and Exhibit B1 are replaced with Exhibit B2 (rev. June 11, 2024), attached to this amendment.

4. **All other terms and conditions of the Agreement dated July 26, 2022, 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: Daly City Peninsula Partnership Collaborative, dba Daly City Partnership

 8ECC95DD8628496...	6/5/2024	Stephanie Balon
_____ Grantee Signature	_____ Date	_____ Grantee Name (please print)

For County:

_____ Authorized Designee County of San Mateo	_____ Date	<u>Roberto Manchia, Chief Financial Officer</u> Job Title (please print) County of San Mateo
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Exhibit B2 (rev. June 11, 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 A 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, 2024. 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>
Initial phase of cafe opening to occur by October 31, 2024 and within budget: <ul style="list-style-type: none">• Construction & upgrades to be completed in interior and exterior of cafe• Light fixtures purchased and installed• Signage designed and installed on awning outside cafe• All needed furniture (ADA-compliant) purchased and installed, if necessary	Complete