

**REINSTATEMENT AND AMENDMENT TO MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KIPP EXCELENCIA COMMUNITY PREP**

THIS REINSTATEMENT AND AMENDMENT TO THE GRANT AGREEMENT is entered into this _____ day of _____, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kipp Excelencia Community Prep, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, the parties entered into a Grant Agreement for the purchase and installation of portable air conditioning units for 12 classrooms located in North Fair Oaks on June 10, 2025 for a term that ran through December 31, 2025; and

WHEREAS, the Agreement terminated on December 31, 2025 but the Parties now wish to reinstate and amend the Agreement to change the scope of services and extend the term through January 31, 2027,

WHEREAS, the parties wish to reinstate and amend the Grant Agreement to amend the grant's scope of services for upgrades to the middle school restrooms and change the grant term period to June 1, 2026 through December 31, 2027.

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

1. The first paragraph of Section 3 of the agreement, Term & Termination, is amended to read as follows:

Reinstatement of Agreement. The termination of the Agreement is hereby rescinded and, except as expressly modified herein, the Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the Agreement had never been terminated. Subject to compliance with all terms and conditions, the term of this Agreement shall begin June 1, 2026 and continue through December 31, 2027. The Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

2. Section 10 of the agreement, Compliance With Laws, is amended to add a second paragraph as follows:

The Grantee certifies and warrants that Grantee has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this

Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

- 3. Section 13 of the agreement, Notice, is amended to read as follows:

In case of County, to:
 County Executive’s Office
 Contracts Unit
 500 County Center -5th Floor
 Redwood City, CA 94063
 Email: eorozco1@smcgov.org
 Phone: (650) 363-1810

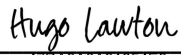
- 4. Original Exhibit A is replaced with Revised Exhibit A, (rev. 4/25/2026).
- 5. The first paragraph and Performance Measures of Exhibit B are amended to read as follows: In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project 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, 2027. 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>
Complete renovation of the boys’ and girls’ middle school restrooms	100% Complete
Replace fixtures and install durable wall paneling and flooring	100% Complete
Improve safety, sanitation, and usability of restroom facilities	100% Complete

- 6. **All other terms and conditions of the Agreement dated June 10, 2025, between the County and Grantee shall remain in full force and effect.**

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

For Grantee:

Signed by:

47DA9A8A91054E9...
Authorized Representative
Grantee

4/27/2026
Date

Kipp Excelencia Community Prep
Name of Grantee

Hugo Lawton

(please print name)
Authorized Representative
Grantee



For County:

(Signature)
Authorized Designee
County of San Mateo

Date

CHIEF FINANCIAL OFFICER

Job Title (please print)

ROBERTO MANCHIA

(please print name)
Authorized Designee
County of San Mateo

80125-6265

Budget Unit

BOSD4

Measure K JL Code

Exhibit A (rev. 4/24/2026)

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 Board memorandum accompanying the Board's approval of this agreement, which are incorporated herein by reference:

The grant funds will be used by Grantee to upgrade middle school restrooms. Specifically, grant funds will be used as follows:

- Patching and repainting walls
- Installation of fiberglass-reinforced paneling for durability and ease of maintenance
- Replacement of fixtures, such as faucets, mirrors and toilets
- Deep cleaning of floors and ceilings
- Installation of epoxy coating over existing flooring to improve sanitation, longevity and ease of upkeep

In no event shall the County's fiscal obligation under this Agreement exceed \$40,000.