

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 1st day of August, 2023, 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 individual 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, the Parties wish to further amend the grant Agreement ("Amendment 3") 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, 2024, and replace Exhibits A and B with Exhibit A1 (rev. July 25, 2023) and Exhibit B1 (rev. July 25, 2023) 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 A1 (rev, July 25, 2023), 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., July 25, 2023), 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. July 25, 2023) or B1 (rev. July 25, 2023). 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 A1, 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 A1, 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 A1, upon submission of receipts/invoices showing expenditures of Payment 3 on items funded by the grant.
- **Payment 5** – Invoice for up to \$125,000 upon submission of receipts/invoices and progress reports showing expenditures of Payment 4 on items funded by the grant
- **Payment 6** – Invoice for up to \$125,000 upon submission of receipts/invoices and progress reports showing expenditures of Payment 5 on items funded by the grant
- **Payment 7** – Invoice for up to \$125,000 upon submission of receipts/invoices and progress reports showing expenditures of Payment 6 on items funded by the grant
- **Payment 8** – Invoice for the final \$125,000 to be paid in advance for the tasks remaining under this Agreement upon County's review and approval of submitted receipts/invoices showing expenditures of Payment 7 on items funded by the grant. **Note: Payment 8 will not be issued until all other invoices for**

**Payments 5, 6, and 7 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, 4<sup>th</sup> 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, 2024. 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 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.

3. Original Exhibits A and B are replaced with and superseded by Exhibit A1 (rev. July 25, 2023) and Exhibit B1 (rev. July 25, 2023).
4. **All other terms and conditions of the Agreement dated December 14, 2021, and**

**amended February 22, 2022 and April 3, 2023, 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**

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee Name (please print)

\_\_\_\_\_

**For County:**

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Authorized designee, San Mateo County

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A1 (REV. JULY 25, 2023)**

The County and Grantee agree the grant funds shall be used exclusively to further the goals of 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.

Grantee will use Measure K funds to conduct outreach and collaboration through the Center for Age-Friendly Excellence with eight San Mateo County cities (excluding Daly City, Redwood City, Pacifica, Colma, San Mateo, Foster City, Burlingame, San Carlos and Half Moon Bay), to support those cities in the adoption of public policies and projects in support of healthy and active living in accordance with American Association of Retired Persons (AARP) Age-Friendly criteria, including with respect to transportation, housing, outdoor spaces and buildings, social participation, respect and social inclusion, community support and health services, communication and information, and civic participation and employment; and to work with those jurisdictions to meet the criteria and become certified by AARP as Age-Friendly cities. Grantee will work with these eight San Mateo County cities to achieve AARP Age-Friendly certification.

<b><u>Performance Measure</u></b>	<b><u>Target</u></b>
Grantee will work with 8 additional cities in San Mateo County (excluding Daly City, Redwood City, Pacifica, Colma, San Mateo, Foster City, Burlingame, San Carlos and Half Moon Bay) to meet the requirements to receive AARP certification as Age-Friendly Communities.	Complete

Grantee shall provide the County with written quarterly reports detailing (a) Project status and progress toward meeting the purpose of the Grant and Performance Measures set forth in the Board Memo and Resolution incorporated by reference; (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 Grant. Grantee's quarterly reporting shall be due within seven (7) days after end of each quarter.

**EXHIBIT B1 (REV. JULY 25, 2023)**

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 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. 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.
2. 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.
3. 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.
4. 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.
5. All invoices shall include the agreement number, project location, dates of service and specified work completed.
6. 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).