

SECOND AMENDMENT TO THE MEASURE K GRANT AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND THE DALY CITY YOUTH HEALTH CENTER

This Second Amendment to the Agreement (“Second Amendment”) between the County of San Mateo (“County”) and the Daly City Youth Health Center (“Grantee”) is entered into as of this ____ day of May 2018.

WHEREAS, pursuant to Resolution No. 074902 of the San Mateo County Board of Supervisors, the County and the Grantee entered in a Grant Agreement pursuant to which the County made a one-time grant of One Million Four Hundred and Twenty Three Thousand Dollars (\$1,423,000) of Measure A (now known as Measure K) funds to the Grantee to fund renovation and improvements of the third floor of the building at 350 90th Street, in Daly City, to serve as Grantee’s new health center facilities (“Agreement”); and

WHEREAS, pursuant to the Agreement, the maximum amount payable thereunder is One Million Four Hundred and Twenty Three Thousand Dollars (\$1,423,000); and

WHEREAS, the Grantee and County desire to amend the Agreement to increase the maximum amount payable thereunder by Five Hundred Thousand Dollars (\$500,000), to an amount not to exceed One Million Nine Hundred and Twenty Three Thousand Dollars (\$1,923,000), and to extend the term of the Agreement through November 30, 2018.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Section 2 (Grant) of the Agreement is hereby amended in its entirety to read as follows:

County hereby grants to Grantee a sum not to exceed One Million Nine Hundred Twenty-Three Thousand Dollars (\$1,923,000) in consideration of, and on the condition that, the full sum be expended for the sole purpose of carrying out the Project as identified in Exhibit A, 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 pay all additional funds that shall 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 and the funds shall be disbursed as described herein.

County shall disburse grant funds to Grantee upon receipt of invoices in a form reasonably satisfactory to the County evidencing expenditures to carry out the Project. Invoices shall be accompanied by substantiating documentation (e.g., receipts for supplies, salary and benefits back up, etc.) reasonably satisfactory to the County and submittal of any required reports required in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The Parties agree that the disbursement schedule under this Agreement shall be as follows:

- **Payment 1-** Invoice for three hundred and fifty five thousand seven hundred and fifty dollars (\$355,750) of the Grant, with backup documentation and project update, including receipts to date, photographs of progress, and completion dates shall be submitted by Grantee and promptly paid by the County upon completion of no less than twenty five percent (25%) of the scope of work for the Project described in Exhibit A to this Agreement.
- **Payment 2-** Invoice for an additional three hundred and fifty five thousand seven hundred and fifty dollars (\$355,750) of the Grant, with backup documentation and project update, including receipts to date, photographs of progress, and completion dates shall be submitted by Grantee and promptly paid by the County upon completion of no less than fifty percent (50%) of the scope of work for the Project described in Exhibit A to this Agreement. In no event shall the amount paid by the County in Payment 1 and Payment 2 exceed fifty percent of the total Grant authorized under this Agreement (i.e., \$711,500).
- **Payment 3** – The County will pay the Grantee Two Hundred and Fifty Thousand Dollars (\$250,000) upon execution of this Second Amendment by the Grantee provided that Grantee shall use the proceeds of such payment for the Project; and
- **Subsequent Payments** – The County will make Subsequent Payments to the Grantee for Project-related costs based on invoices submitted by the Grantee from time to time, supported by backup documentation and Project updates reasonably satisfactory to the Director of Health Administration, including receipts to date, photographs of progress, and anticipated completion dates, provided that the total amount of such Subsequent Payments, when combined with Payments 1, 2, and 3 shall not exceed a total of One Million Nine Hundred and Twenty Three Thousand Dollars (\$1,923,000.).

Invoices should be submitted to the attention of:
Kimberlee Kimura, Director of Health Administration
County of San Mateo Health System
225 37th Ave, Rm 178
San Mateo, CA 94403
(650) 573-2761 kkimura@smcgov.org

2. Exhibit A of the Agreement is hereby amended in its entirety to read as follows:

Exhibit A

The County and Grantee agree that the grant funds shall only be used to perform work on the following Project, which is, described below and in detail in the December 6, 2016 Board transmittal and Resolution, attached hereto, and incorporated herein by reference:

To renovate the third floor of the building located at 350 90th St., Daly City (the “Facility”), in a manner and on a timeline to allow the relocation of the Daly City Youth Health Center to the Facility on or before November 30, 2018. Grantee shall provide the County with plans and specifications for the Project on or before November 30, 2017. The Grantee shall award a contract to a general contractor for the work described in these plans and specifications on or before December 31, 2017. In order to ensure that work on the Project proceeds at a satisfactory pace, by no later than the 10th day of every other month during the term of this Agreement (or the first business day thereafter if the 10th day of a month falls on a weekend or holiday), Grantee shall deliver to the County a report in the form of a summary email, describing the status of the Project.

The Parties agree that Grantee shall complete the Project and be shall cause the Daly City Youth Health Center to be open and operating at the Facility by no later than November 30, 2018.

In no event shall the amount paid under this Agreement exceed the total amount of one million nine hundred and twenty three thousand dollars (\$1,923,000).

3. Exhibit B of the Agreement is hereby amended in its entirety to read as follows:

Exhibit B

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 during FY 2016-17, FY 2017-18, FY 2018-19, and will report back to the County regarding various performance measures reasonably determined by the County including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than December 31, 2018.

<u>Performance Measure</u>	<u>FY 2016-2017 and FY2017-18</u>
% of project completed by February 28, 2018 within grant amount approved:	50%
% of project completed by November 30, 2018 within grant amount approved:	100%

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

This Amendment to the 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

T Van Raaphorst

(signature)

Authorized Representative

5/7/2018

Date

Associate Superintendent

Name of Grantee

TINA VAN RAAPHORST

(please print name)

Authorized Representative

For County

[Signature]

(signature)

Authorized Signatory

5/8/2018

Date

Director of Health Administration

Title

Kimberlee Kimura

(please print name)

Authorized Signatory