

**AMENDMENT TO MEASURE K GRANT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SOUTH SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and City of South San Francisco, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the Sign Hill Restoration Project on July 24, 2018 (Resolution number 076025); and

WHEREAS, the parties wish to amend the Agreement to extend the term through December 31, 2020.

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

1. Section 2. of the agreement is amended to read as follows:
2. Grant: County hereby grants to Grantee a sum not to exceed SEVENTY FIVE THOUSAND SIX HUNDRED DOLLARS (\$75,600) 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. August 4, 2020), 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. County shall disburse grant funds to Grantee upon receipt 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, August 4, 2020) or B1 (rev, August 4, 2020). The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

- Payment 1- Invoice for up to 50% of the grant (\$37,800), upon submission of receipts/invoices showing expenditures on items funded by the grant.
- Payment 2- Invoice for remainder of the grant (\$37,800), 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.

2. Section 3. of the agreement is amended to read as follows:

3. Term and Termination: Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the date of execution by the Parties through December 31, 2020.

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 Exhibit A is replaced with Exhibit A1 (rev. August 4, 2020).

Exhibit A1 (rev. August 4, 2020)

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 July 24, 2018 Board transmittal and Resolution, attached hereto:

To provide for the payment and acquisition of resources for the Sign Hill Habitat Restoration Project.

In addition to covering the acquisition of 1,000 native plants to replace invasive species, Measure K funding would also cover the purchase of various necessary equipment, gear, and tools for staff and volunteers, and would pay for the part-time employment of a Project Coordinator and Park Aide to oversee the remediation process.

4. Original Exhibit B is replaced with Exhibit B1, (rev. August 4, 2020).

Exhibit B1 (rev. August 4, 2020)

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, 2020.

Performance Measures

Performance Measure	Target
Number of volunteers trained per year	15
Number of volunteer labor hours invested per year	540
Number of volunteer sessions per year	12
Native species planted in remediation area	1,000

4. **All other terms and conditions of the agreement dated July 24, 2018, between the County and Contractor 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 Contractor: City of South San Francisco

 Contractor Signature	<u>7/27/2020</u> Date	<u>Mike FURRELL</u> Contractor Name (please print)
---	--------------------------	---

COUNTY OF SAN MATEO

By: _____
Iliana Rodriguez, Deputy County Manager, San Mateo County

Date: _____