

**DRAFT AMENDMENT NO. 1 TO THE FUNDING AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
CITY OF PACIFICA
FOR MEASURE M SAFE ROUTES TO SCHOOL FUNDING
FOR THE SHARP PARK PRIORITY DEVELOPMENT AREA IMPROVEMENT
PROJECT**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as “C/CAG”) and City of Pacifica (“City”) are parties to the Funding Agreement (the “Agreement”), effective March 28, 2023; and

WHEREAS, the Agreement provides Measure M Safe Routes to School (SRTS) funds to City of Pacifica for the Sharp Park Priority Development Area Improvement Project (“Project”); and

WHEREAS, the Project’s original allocation was \$900,000 of Measure M SRTS funds; and

WHEREAS, the City was originally awarded TFCA funds in the amount of \$358,247 for the Project, however the Project is ineligible for the TFCA funds because it does not meet the to cost-effectiveness ratio required by the Bay Area Air Quality Management District; and

WHEREAS, the City planned to use the TFCA funds to contribute to design and construction of the Project; and

WHEREAS, C/CAG and the City of Pacifica wish to add \$358,247 of Measure M SRTS funds to the Agreement to replace the TFCA funds; and

WHEREAS, the new total allocation is \$1,258,247 of Measure M SRTS funds; and

WHEREAS, C/CAG and the City of Pacifica desire to amend the Agreement as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED by C/CAG and City of Pacifica that:

1. Section 3, shall be replaced in its entirety and revised to read as follows:

Payments. In consideration of the CITY building the PROJECT in accordance with all terms, conditions and specifications set forth herein and in Exhibit B, C/CAG shall make payments to CITY for work completed as described in Exhibit B, in a total amount not to exceed \$1,258,247. Payments are for PROJECT construction costs only; planning, design, permitting, and staff costs are not eligible for reimbursement and do not count toward the local match requirement. Reimbursement requests, including any progress payment requests, shall recognize the required 15% local match component to ensure that C/CAG does not pay more than 85% of the total PROJECT construction costs identified in the reimbursement request, up to the grant award amount (i.e., after deducting 15% from the total PROJECT construction costs for local match, C/CAG will reimburse CITY for the remaining costs, up to the grant award amount of \$1,258,247). The City shall submit an invoice reflecting Project expenditures, accompanied by supporting documentation. Upon

receipt and approval of the invoices and accompanying documentation as provided herein, C/CAG shall reimburse the amount claimed under the invoice within thirty (30) calendar days.

Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect. This amendment shall take effect upon the date of execution by both parties.

City/County Association of Governments
(C/CAG)

City of Pacifica

Sean Charpentier, Executive Director
C/CAG

Kevin Woodhouse, City Manager
City of Pacifica

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Melissa Andrikopoulos, Legal Counsel
C/CAG

Michelle Marchetta Kenyon, City Attorney
City of Pacifica