

[SECOND] AMENDMENT
to Agreement between the
City of Chula Vista
and
[COMMUNITY CONGREGATIONAL DEVELOPMENT CORPORATION]
For [CHULA VISTA COMMUNITY SHUTTLE PROGRAM]

This [SECOND] AMENDMENT "Amendment" is entered into effective as of the date this amendment is signed "Effective Date" by and between the City of Chula Vista ("City") and COMMUNITY CONGREGATIONAL DEVELOPMENT CORPORATION ("CCDC" or "Grantor") with reference to the following facts:

RECITALS

WHEREAS, City and Grantor previously entered into [Community Congregational Development Corporation Grant to the City of Chula Vista, No. 2021-101] "Original Agreement" on [November 11, 2021 and subsequently amended the Original Agreement on October 13, 2022, No. 2022-165 "First Amendment"]; and

WHEREAS, City and Grantor desire to amend the Original Agreement to [adjust the annual dollar amounts payable from CCDC to City for Year 3 to coincide with the prior awarded amount, actual service period, and invoices anticipated to be received from the Chula Vista Community Shuttle Pilot Program service provider,] as more specifically set forth below; and

[WHEREAS, on February 5, 2025, CCDC Board of Director's approved additional funding in an amount not to exceed \$100,000 to the City for Year 4 of operations; and

WHEREAS, the parties desire to amend the amounts that will be billed by the City in the following manner: Year one \$155,232.00; Year two \$155,476.00; Year three \$687,292.00; and Year 4 \$100,000.00, in a cumulative amount not to exceed \$1,100,000.00, as provided in more detail below; and

WHEREAS, the parties desire to increase the total grant award amount in the Original Agreement to \$1,100,000. [

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Grantor agree to amend the Original Agreement, as amended by the First Amendment, as follows:

1. Article III, PROJECT EXECUTION AND SCOPE, section 1 is deleted in its entirety and replaced with the following:

"CCDC hereby grants to City a sum of money ("Grant Funds") in an amount not-to-exceed \$1,100,000, in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in

this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.”

2. Article VI, PAYMENT, is deleted in its entirety and replaced with the following:

“VI. PAYMENT

- At the completion of Year 1 and Year 2 of operations, CCDC has paid the City \$312,912.00.
 - During Year 3 of operations, CCDC shall pay the City \$687,088.00 upon receipt of a request for Grant Funds and supporting documents. CCDC will make payment to City for approved Grant Funds by no later than thirty (30) after receipt of City’s request, unless supporting Grant documents indicate that the program may not be in conformity with the purpose of the Grant. Funds should be requested as follows:
 - On or around March 6, 2025, in the amount of \$362,941.20; and
 - On or around April 13, 2025, in the amount of \$324,146.80.
 - During Year 4 of operations, CCDC shall pay City \$100,000, at the Commencement of Quarter 1 (July 1, 2025 – September 30, 2025).
 - Should the amount expended for operational services performed through the June 12, 2025 term be less than \$1,000,000, the remainder of the operational funding shall be carried forward to Year 4 for operations.”
3. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
4. In the event of any inconsistencies between the Original Agreement and this Second Amendment, the terms of this Second Amendment shall control.
5. Each party represents that it has full right, power and authority to execute this [SECOND] Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**SIGNATURE PAGE TO SECOND
AMENDMENT
TO
COMMUNITY CONGREGATIONAL DEVELOPMENT CORPORATION GRANT TO
THE CITY OF CHULA VISTA, NO. 2021-101**

COMMUNITY CONGREGATIONAL
DEVELOPMENT CORPORATION

CITY OF CHULA VISTA

BY:

BY:

RUTH JONES
PRESIDENT OF COMMUNITY
CONGREGATIONAL DEVELOPMENT
CORPORATION

MARIA V. KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
MARCO VERDUGO
CITY ATTORNEY