

**AMENDMENT 4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AMINTO CONSULTING, LLC**

THIS AMENDMENT 4 TO THE AGREEMENT, entered into this 23rd day of January 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Aminto Consulting, LLC, hereinafter called "Contractor". The County and Contractor may be collectively referred to herein as "Parties" and individually as "Party".

WITNESSETH:

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; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, in the country and in San Mateo County; and

WHEREAS, the County has received funds under the federal American Rescue Plan Act which can be used among other applications to respond to the public health emergency and its negative economic impacts; and

WHEREAS, on January 27, 2022, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the Parties entered into an agreement under which the County retained Contractor for the purpose of assisting with the San Mateo County Recovery Initiative to support effective service delivery in exchange for payment not to exceed \$175,000 for the term January 14, 2022 through December 1, 2022 ("Agreement"); and

WHEREAS, pursuant to resolution R079347 by the County's Board of Supervisors, on December 2, 2022, the Parties amended the Agreement to increase the maximum amount authorized to be expended under the Agreement by \$60,000 to a new total amount not to exceed \$235,000, extend the term of the Agreement through April 30, 2023, and to replace Exhibit B with Exhibit B1 (rev. December 13, 2022) ("Amendment 1"); and

WHEREAS, On February 17, 2023, the County Executive amended the Agreement a second time to extend the term through December 31, 2023, with no change to the not-to-exceed amount of \$235,000, and added US Treasury and American Rescue Plan Act administrative and compliance support to the existing Exhibit A (“Amendment 2”); and

WHEREAS, on December 12, 2023, the Parties amended the Agreement a third time to extend the term of the Agreement from January 14, 2022 through January 31, 2024, with no change to the maximum amount authorized under the Agreement (“Amendment 3”).

WHEREAS, the Parties now wish to amend the Agreement a fourth time extend the term of the Agreement from January 14, 2022 through April 30, 2025, increase the maximum amount authorized under the Agreement by \$31,350.00 to a new total amount not to exceed of \$266,350.00, and replace Exhibit A and B1 with new Exhibits A1 and B2 reflecting updated services and payment terms (“Amendment 4”).

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

1. Section 3 of the Agreement (Payments) is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1 (rev. January 23, 2024), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2 (rev. January 23, 2023). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed TWO HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$266,350.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4 of the Agreement (“Term”) is amended and restated in its entirety to read as follows:

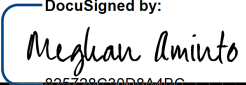
Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 14, 2022, through April 30, 2025.

3. Exhibit A and Exhibit B1 to the Agreement are replaced with and superseded by respectively, Exhibit A1 (rev. January 23, 2024) and Exhibit B2 (rev. January 23, 2024) which are attached hereto, and incorporated by reference as if fully set forth herein.

- 4. All other terms and conditions of the Agreement dated January 27, 2022, as amended, 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: AMINTO CONSULTING, LLC

<small>DocuSigned by:</small>  <small>825728C30D8A4BC...</small>	12/21/2023	Meghan Aminto
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A1 (rev. January 23, 2024)

In consideration of the payments set forth in Exhibit B2 (rev. January 23, 2024), Contractor shall provide the following services:

Contractor will provide the San Mateo County Recovery Initiative (SMCRI) with assistance as needed including, but not limited to the following tasks and assignments:

- Participate in Recovery Team meetings to provide updates, be a thought partner, and contribute to initiative progress.
- Help SMCRI staff set up a tracking system to monitor initiative progress, outstanding assignments and developing internal meeting agendas.
- Co-lead the Workforce Development component of the initiative including, but not limited to monitoring consultants to ensure they are meeting performance targets, staying on budget, and providing timely reports to the SMCRI Team.
- Co-lead the Small Business Assistance component including developing programs, working with partners on program implementation plans including grants programs, tracking results of County investments, and coordinating State and Federal small business funding opportunities through the County lobbyists.
- Provide help, as needed, with the roll-out of the CALOSBA grant program for micro-businesses including providing coaching and management guidance to staff and support as requested to the project leader.
- Assist as needed with the Housing component of the SMCRI including reporting on programs, tracking progress, and serving as a liaison with County departments and staff.
- Assist as needed with the Children's Services component of the SMCRI including but not limited to helping with the extended learning and childcare grant programs and monitoring grant program operations delegated to community partners.
- Assist with SMCRI meetings including agenda development, PPT design, additional materials and presentations to the Recovery Coordination Council, Vaccine Communication and Equity Working Group, Equity Recovery Groups and other organizations, committees and officials as needed.
- US Treasury and American Rescue Plan Act administrative and compliance support.
- Assist with other assignments related to the SMCRI as requested.

Exhibit B2 (rev. January 23, 2024)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. January 23, 2024) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: Contractor will be paid at a rate of \$150.00 per hour.

The following table governs Contractor's fees for the period commencing January 1, 2024 through April 30, 2025.

Tasks 1-9	Hours	Cost	Deliverables
Task 1. Internal Recovery Team Coordination	5	\$750.00	Meeting notes
Task 2. SMCRI Progress Tracking	0	-	
Task 3. Workforce Development	24	\$3,600.00	NFO EEC meeting agendas and notes
Task 4. Small Business Assistance	0	-	
Task 5. CALOSBA Grant Program Rollout	0	-	
Task 6. Housing Program Support	0	-	
Task 7. Children Services	0	-	
Task 8. SMCRI Meeting Support	0	-	
Task 9. US Treasury and American Rescue Plan Act administrative and compliance support	180	\$27,000.00	Quarterly Reports: <ul style="list-style-type: none"> • Jan 2024 • April 2024 • July 2024 • October 2024 • January 2025 FY23/24 Annual Report: <ul style="list-style-type: none"> • July 2024
Total	209	\$31,350.00	

Contractor will submit detailed invoices to the County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs to affirm that the hours were actually, reasonably and necessarily spent and billed for eligible activities under this Agreement.

In accordance with Section 3 of the Agreement, in no event shall the County's total fiscal obligation exceed \$266,350 for the term of this Agreement.

Contractor shall remit invoices for services to: [CEO AP Inbox@smcgov.org](mailto:CEO_AP_Inbox@smcgov.org)