



**County of San Mateo**  
**Contract Amendment Coversheet and Contract Amendment for >\$200K**

<b>CONTRACT SUMMARY</b>		
<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
12000-19-D066	SAMCEDA	8

<b>THE AGREEMENT HAS CHANGED AS FOLLOWS:</b>			
<b>Agreement Amount</b>			
<b>Original Amount:</b>	<b>\$75,000</b>		
<b>Amendment 1 Amount:</b>	Added \$148,500: New Maximum \$223,500		
<b>Amendment 2 Amount:</b>	Added \$126,310: New Maximum \$349,810		
<b>Amendment 3 Amount:</b>	Added \$125,000: New Maximum \$474,810		
<b>Amendment 4 Amount:</b>	Added \$15,000: New Maximum \$489,810		
<b>Amendment 5 Amount:</b>	Added \$75,000: New Maximum \$564,810		
<b>Amendment 6 Amount:</b>	Added \$180,000: New Maximum \$744,810		
<b>Amendment 7 Amount:</b>	Added \$90,000: New Maximum \$834,810		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$834,810	\$92,421	\$927,231	
<b>Agreement Term</b>			
<b>Original Start Date:</b>	July 9, 2020	<b>Original End Term:</b>	January 9, 2021
<b>Amendment 1 Start Date:</b>		<b>Amendment 1 End Date:</b>	June 30, 2021
<b>Amendment 2 Start Date:</b>		<b>Amendment 2 End Date:</b>	N/A
<b>Amendment 3 Start Date:</b>		<b>Amendment 3 End Date:</b>	September 30, 2021
<b>Amendment 4 Start Date:</b>		<b>Amendment 4 End Date:</b>	October 31, 2021
<b>Amendment 5 Start Date:</b>		<b>Amendment 5 End Date:</b>	March 31, 2022
<b>Amendment 6 Start Date:</b>		<b>Amendment 6 End Date:</b>	September 30, 2022
<b>Amendment 7 Start Date:</b>		<b>Amendment 7 End Date:</b>	March 30, 2023
<b>Amendment 8 Start Date:</b>		<b>Amendment 8 End Date:</b>	N/A

Paragraph Changes:  
 Section 1: Exhibits and Attachments  
 Section 2: Services to be Performed by Contractor  
 Section 3: Payments  
 Exhibit B7

**EIGHTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SAN MATEO COUNTY ECONOMIC DEVELOPMENT AGENCY**

THIS EIGHTH AMENDMENT TO THE AGREEMENT, entered into this 13th day of December 2022, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (“County”) and San Mateo County Economic Development Agency (“Contractor” or “SAMCEDA”) (together, the “Parties”).

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; and

WHEREAS, on March 3, 2020, the County’s Health Officer issued a “Declaration of Local Health Emergency Regarding Novel Coronavirus 2019,” and the County Manager, as the County’s Director of Emergency Services (the “Director”), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County’s Ordinance Code, which proclamation was ratified by the Board of Supervisors (the “Board”) on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, on July 9, 2020, 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 for services in connection with the County's efforts to assist small and medium sized businesses to recover from the COVID-19 pandemic for an amount not to exceed \$75,000 for the term July 9, 2020 through January 9, 2021 ("Agreement"); and

WHEREAS, on December 3, 2020, the Parties amended the Agreement to increase the maximum amount authorized to be expended under the Agreement by \$148,500, to a total amount not to exceed \$223,500, to extend the term of the through June 30, 2021, and to replace Exhibits A and B with Exhibits A1 (rev. December 1, 2020) and B1 (rev. December 1, 2020); and

WHEREAS, on March 18, 2021, the Parties further amended the Agreement to increase the maximum amount authorized to be expended under the Agreement by \$126,310, to a total amount not to exceed \$349,810 in order to increase the funding available for subcontracted services from the Peninsula Chinese Business Association, and to replace Exhibits A1 and B1 with Exhibits A2 (rev. March 1, 2021) and B2 (rev. March 1, 2021); and

WHEREAS, on July 6, 2021, the Parties amended the Agreement a third time to extend the term of the Agreement through September 30, 2021, to increase the amount payable under the Agreement by \$125,000, to a total amount not to exceed \$474,810, and to replace Exhibits A2 and B2 with Exhibits A3 (rev. June 8, 2021) and Exhibit B3 (rev. June 8, 2021); and

WHEREAS, on November 2, 2021, the Parties amended the Agreement a fourth time to extend the term through October 31, 2021, to increase the maximum amount authorized to be expended under the Agreement by \$15,000, to a total amount not to exceed \$489,810, and to replace Exhibits A3 and B3 with Exhibits A4 (October 12, 2021) and B4 (rev. October 12, 2021); and

WHEREAS, on November 16, 2021, the Parties amended the Agreement a fifth time to extend the term through March 31, 2022, to increase the maximum amount authorized to be expended under the Agreement by \$75,000, to a total amount not to exceed \$564,810, and to replace Exhibits A4 and B4 with Exhibits A5 (rev. November 11, 2022) and B5 (rev. November 11, 2022); and

WHEREAS, on April 5, 2022, the Parties amended the Agreement a sixth time to extend the term through September 30, 2022, to increase the maximum amount authorized to be expended under the Agreement by \$180,000, to a new total amount not to exceed \$744,810, and to replace Exhibits A5 and B5 with Exhibits A6 (rev. April 1, 2022) and B6 (rev. April 1, 2022); and

WHEREAS, on September 27, 2022, the Parties amended the Agreement a seventh time to extend the term through March 30, 2023, to increase the maximum amount authorized to be expended under the Agreement by \$90,000, to a new total amount not to exceed \$834,810, and to replace Exhibits A6 and B6 with Exhibits A7 (rev. September 22, 2022) and B7 (rev. September 22, 2022); and

WHEREAS, the Parties now wish to further amend the Agreement to increase the maximum amount authorized to be expended under the Agreement by \$92,421, to a total amount not to exceed \$927,231, and to replace Exhibit B7 with Exhibit B8 (rev. December 13, 2022) (“Eighth Amendment”).

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

1. Section 1 of the Agreement is amended in its entirety to read as follows:

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A7 (rev. September 22, 2022) – Services  
Exhibit B8 (rev. December 13, 2022) – Payments and Rates  
Attachment E – Emergency Agreement

2. Section 2 of the Agreement is amended in its entirety to read as follows:

**2. Services to be performed by Contractor**

In consideration of the payments set forth in the Agreement and in Exhibit B8 (rev. December 13, 2022), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in the Agreement and in Exhibit A7 (rev. September 22, 2022).

3. Section 3 of the Agreement is amended in its entirety to read as follows:

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A7 (rev. September 22, 2022), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B8 (rev. December 13, 2022). 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 NINE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND ZERO CENTS (\$927,231.00). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Exhibit B7 (rev. September 22, 2022) is replaced with Exhibit B8 (rev. December 13, 2022), as attached hereto and incorporated herein by reference.
5. All other terms and conditions of the Agreement, as previously amended on December 3, 2020, March 18, 2021, July 6, 2021, November 2, 2021, November 16, 2021, April 5, 2022, and September 27, 2022, shall remain in full force and effect.
6. The Agreement, as amended by this Eighth Amendment, including Exhibit A7 (rev. December 13, 2022) and Exhibit B8 (rev. December 13, 2022) and Attachment E, constitutes the entire understanding of the Parties with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of the Agreement shall not be effective unless set forth in writing and executed by both Parties.

In witness of and in agreement with the terms of this Eighth Amendment, the Parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: San Mateo County Economic Development Agency (SAMCEDA)**

R. S. Foust      12-5-2022      Rosanne Foust  
Contractor Signature      Date      Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B8 (rev. December 13, 2022)**

In consideration of the services provided by Contractor described in Exhibit A7 (rev. September 22, 2022) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

All payments will be paid upon invoice from SAMCEDA. In no case shall the amount paid by the County exceed \$927,231 for the term of the Agreement. This amount shall be allocated as follows:

1. Assistance with Small and Medium-Sized Businesses Recovery from the COVID-19 Pandemic:

Date	Amount
July 31, 2020	\$12,500
August 31, 2020	\$12,500
September 30, 2020	\$12,500
October 31, 2020	\$12,500
November 30, 2020	\$12,500
December 31, 2020	\$12,500
January 30, 2021	\$15,000
February 28, 2021	\$15,000
March 30, 2021	\$15,000
April 30, 2021	\$15,000
May 31, 2021	\$15,000
June 30, 2021	\$15,000
July 31, 2021	\$15,000
August 31, 2021	\$15,000
September 30, 2021	\$15,000
October 31, 2021	\$15,000
November 30, 2021	\$15,000
December 31, 2021	\$15,000
January 31, 2022	\$15,000
February 28, 2022	\$15,000
March 31, 2022	\$15,000

April 30, 2022	\$15,000
May 31, 2022	\$15,000
June 30, 2022	\$15,000
July 31, 2022	\$15,000
August 31, 2022	\$15,000
September 30, 2022	\$15,000
October 31, 2022	\$15,000
November 30, 2022	\$15,000
December 31, 2022	\$15,000
January 31, 2023	\$15,000
February 28, 2023	\$15,000
March 30, 2023	\$15,000
<b>Total</b>	<b>\$480,000</b>

2. Subcontract with the Peninsula Chinese Business Association: A total amount not to exceed \$357,231, as detailed in Exhibit A8.

3. Project management, city liaison, business outreach and user uptake for the Choose Local San Mateo County app project for the period March 30, 2022 through September 30, 2022.

April 30, 2022	\$15,000
May 31, 2022	\$15,000
June 30, 2022	\$15,000
July 31, 2022	\$15,000
August 31, 2022	\$15,000
September 30, 2022	\$15,000
<b>Total</b>	<b>\$90,000</b>