



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No:	Contractor Name	Amendment No:
12000-22-D015	Aminto Consulting	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$175,000		
Current Amount:	Addition or Reduction:	New Total:	
\$175,000	\$60,000	\$235,000	
Agreement Term			
Original Start Date:	January 14, 2022	Original End Term:	December 1, 2022
Amendment 1 Start Date:	December 2, 2022	Amendment 1 End Date:	April 30, 2023

Paragraph Changes:

Section 1: Exhibits and Attachments

Section 3: Payments

Section 4: Term

Exhibit B

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

THIS AMENDMENT TO THE AGREEMENT, entered into effective this 2nd day of December 2022, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and Aminto Consulting, LLC ("Contractor") (together, "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 (the "COVID-19 Local Emergency"); 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 March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; 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 County retained Contractor for the purpose of assisting with the San Mateo County Recovery Initiative in exchange for payment not to exceed \$175,000 for a term ending December 1, 2022 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the maximum amount authorized to be expended under the Agreement by \$60,000, from \$175,000 to a new total amount not to exceed \$235,000, to extend the term of the Agreement through April 30, 2023, and to replace Exhibit B with Exhibit B1 (rev. December 13, 2022) ("Amendment").

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

1. Section 1 of the Agreement (Exhibits and Attachments) is amended in its entirety to read as follows:

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

Exhibit A –Services
Exhibit B1 (rev. December 13, 2022) – Payments and Rates
Attachment E – Emergency Agreement Requirements

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

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 A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1 (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 TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$235,000.00). 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.

3. Section 4 of the Agreement (Term) is amended in its entirety to read as follows:

Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 2, 2022, through April 30, 2023.

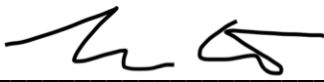
- 4. Original Exhibit B is replaced with Exhibit B1 (rev. December 13, 2022).

- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

- 6. The Agreement, as amended by this Amendment, including Exhibit A and Attachment E, attached to the Agreement, and Exhibit B1 (rev. December 13, 2022) attached hereto, and incorporated by reference, 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 this Amendment's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Aminto Consulting, LLC

 _____	12/8/2022 _____	Meghan Aminto _____
Contractor Signature	Date	Contractor Name (please print)

For County:

_____ Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	_____ Date	_____ Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)
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Exhibit B1 (rev. December 13, 2022)

In consideration of the services provided by Contractor described in Exhibit A 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.

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.

In no event shall the County's total fiscal obligation exceed \$235,000 for the term of this Agreement.