

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO AREA CHAMBER OF COMMERCE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 13th day of December, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Area Chamber of Commerce, hereinafter called "Contractor";

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;

WHEREAS, on June 14, 2022, the parties entered into a Grant Agreement for the Business Assistance Center in the amount not to exceed \$115,000 for the term June 14, 2022 through November 30, 2022; and

WHEREAS, the parties wish to amend the Grant Agreement to extend the term through June 30, 2024, redefine the payment terms of the grant and replace Exhibits A and B in the entirety.

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

1. Section 2 of the agreement is amended to read as follows:

Grant

County hereby grants to Grantee a sum not to exceed ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as defined in Exhibit A (rev. December 13, 2022), and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of the first amendment to the Agreement by County and Grantee.

County shall disburse grant funds to Grantee upon receipt of invoices. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary

reports outlined in Exhibits A1 (rev. December 13, 2022) and B1 (rev. December 13, 2022). The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is amended as follows:

- Payment 1 – Invoice for up to 50% (\$57,500) of the grant upon execution of this first amendment to the Agreement. Prior to submission of an invoice for Payment 2, below, Grantee shall submit back-up documentation showing expenditures of Payment 1 on items funded by the grant.
- Payment 2: Invoice for the remainder of the grant (\$57,500), upon submission of receipts/invoices showing expenditures on items funded by the grant, including photographs and use of Measure K logo as approved by the County. **Note: invoice for Payment 2 may only be submitted after Grantee has provided acceptable back-up documentation documenting the expenditure Payment 1 on items funded by the grant.**

INVOICES: Requests for grant disbursement should be (1) on the organization’s official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Joy Limin, Sr. Accountant for Measure K
455 County Center, 4th Floor
Redwood City, CA 94063
(650) 363-4826 Email: jlimin@smcgov.org

2. Section 3 of the Agreement is amended to read as follows:

Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin on June 14, 2022 and continue through June 30, 2024. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based on the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, at its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

3. Section 12 of the Agreement is amended to read as follows:

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below, and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges paid, with an established overnight courier that provides a tracking number showing confirmation receipt.

In the case of County, to:	In the case of Grantee, to:
Heather Ledesma, Principal Analyst 400 County Center, 1 st Floor Redwood City, CA 94063 650-363-4174 Email: hledesma@smcgov.org	Cheryl Angeles, President & CEO 1730 S. Amphlett, #206 San Mateo, CA 94402 650-401-2441 cheryl@sanmateochamber.org

4. Original Exhibits A and B are replaced with Exhibit A (rev. December 13, 2022) and Exhibit B (rev. December 13, 2022).
5. **All other terms and conditions of the agreement dated June 14, 2022, 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: SAN MATEO AREA CHAMBER OF COMMERCE

Cheryl Angeles

Contractor Signature

11/29/22

Date

Cheryl Angeles

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

June 14, 2022

ATTEST:

By:
Clerk of Said Board

Exhibit A (rev. December 12, 2022)

The County and Grantee agree that the grant funds shall be only used to further the goals of the following Project, described below and in the June 14, 2022 and December 13, 2022 Board transmittal and resolution, attached hereto:

Grantee will use Measure K funds to support the Business Assistance Center, which provides free and confidential business advising, mentoring, and support services to businesses in San Mateo County. Specifically, the Measure K funds will support a part-time employee and of purchase new technology for Business Assistance Center from the August 2022 through June 30, 2024 period.

Under no circumstances will the County's fiscal obligation exceed \$115,000.

Exhibit B (rev. December 13, 2022)

In accordance with the terms of this Grant Agreement, Grantee will provide as allowed by budget, or cause to be provided the services for the Project detailed in Exhibit A (rev. December 13, 2022) and will report back to the County regarding various performance measures, including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than June 30, 2024. In addition, Grantee agrees to provide descriptive information about the Project funded by the Measure K grant upon reasonable request of the County, including, but not limited to the County Executive’s Office, the County Communications Officer, or the Supervisorial District Office.

<u>Performance Measure</u>	<u>Target</u>
Provide a part-time employee and acquire new technology for Business Assistance Center	August 2022 – June 2024