

**AMENDMENT FIVE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND TAO YIN ASIAN INC. DBA PHO DE NGUYEN**

THIS AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_ day of October 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Tao Yin Asian Inc. DBA Pho De Nguyen 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 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, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; 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 May 15, 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 "Great Plates Delivered" program (Agreement No. 80511-FY20-D53, also referenced herein as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to add certain provisions consistent with federal emergency procurement requirements as required by the Federal Emergency Management Agency, the consideration for which is hereby acknowledged.

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

1. Section 3 - 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 A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 Five Hundred and Twenty Thousand Dollars[\$520,000]. 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 - 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 May 1, 2020 through December 31, 2020.
3. All other terms and conditions of Agreement No. 80511-FY20-D53 dated May 15, 2020, amendment one dated May 27, 2020 and amendment two dated July 14, 2020, amendment three dated August 18, 2020 and amendment four dated October 2, 2020 between the County and Contractor shall remain in full force and effect.
4. This Amendment, constitutes the entire understanding of the parties hereto 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 this Amendment 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

DocuSigned by:  
*Jeannie Ho*  
454E2806ACA5430...

10/2/2020

Jeannie Ho

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

\_\_\_\_\_  
County Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Name, Title (please print)