



## County of San Mateo

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

CONTRACT SUMMARY		
<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
12000-22-D023	Renaissance Entrepreneurship Center	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
<b>Original Amount:</b>	\$145,130.67		
<b>Amendment 1 Amount:</b>	\$917,630.67		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$145,130.67	\$772,500.00	\$917,630.67	
Agreement Term			
<b>Original Start Date:</b>	November 30, 2021	<b>Original End Term:</b>	December 31, 2022
<b>Amendment 1 Start Date:</b>	November 30, 2021	<b>Amendment 1 End Date:</b>	December 31, 2022

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
RENAISSANCE ENTREPRENEURSHIP CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this <sup>25</sup>\_\_\_\_ day of  
April\_\_\_\_, 20<sup>22</sup>\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and Renaissance Entrepreneurship Center, 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 November 30, 2021, the parties entered into an Agreement for the purpose of assisting the County to administer and distribute funds received through the California Microbusiness COVID-19 Relief Grant Program ("Program") to eligible microbusinesses in San Mateo County; and

WHEREAS, the parties wish to amend the Agreement ("First Amendment") to (a) further specify responsibilities of the Contractor as the Fiscal Agent for this Program, including serving as the County's designated representative to administer and distribute grant funds to qualified microbusinesses that have been significantly impacted by the COVID-19 pandemic with three hundred nine (309) grants in the amount of \$2,500 each in accordance with the Program eligibility requirements, and to (b) increase the County's total not to exceed amount under this Agreement to include the \$772,500 in grant fund dollars that will be provided under the Program for distribution by Contractor to grantees.

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

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

In consideration of the services provided by the 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 specific in Exhibit B. County reserves 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 seventeen thousand six hundred thirty dollars and sixty-seven cents (\$917,630.67). 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.** Exhibit A to the Agreement is deleted in its entirety and replaced with Revised Exhibit A, which is attached hereto and incorporated by reference.
- 3.** Exhibit B to the Agreement is deleted in its entirety and replaced with Revised Exhibit B, which is attached hereto and incorporated by reference.
- 4.** All other terms and conditions of the Agreement dated November 30, 2021, 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: RENAISSANCE ENTREPRENEURSHIP CENTER**

DocuSigned by:

*Sharon Miller*

4/25/2022

Sharon Miller

D6AFC8EBD15F486...  
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

### **Revised Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The purpose of this Agreement with Contractor is to provide administration and fiscal agent support related to implementation of the Microbusiness COVID-19 Relief Grant Program ("Program"). The Program has been developed to mitigate the impacts of COVID-19 and assist in the recovery from COVID-19 by making grants to microbusiness owners who meet certain eligibility requirements and who have been impacted by COVID-19. Program administration and fiscal agent services are the following:

1. Program Design: Contractor will develop a grant application and selection process, including all of the associated materials such as application form, scoring sheet, and eligibility verification form.
2. Grant Outreach and Technical Assistance: Contractor or approved subcontractor will conduct outreach to identify potential microbusiness grant applicants. Contractor will also provide technical assistance regarding the application process and application requirements to potential applicants.
3. Grant Recipient Selection: Contractor will review all grant applications received and will preliminarily evaluate applicants for eligibility. If more applications are received than funds available, Contractor will conduct a randomized selection process to develop a preliminary list of grant recipients. Contractor will make final eligibility determination of all selected grant recipients and will submit applications and eligibility documentation to the County for secondary review. Contractor will maintain documentation to substantiate applicant eligibility.
4. Fiscal Agent: Contractor will act as the fiscal agent for the Program, which shall include acceptance and distribution of grant funds to grantees in accordance with the Program eligibility requirements and administration of the Program on behalf of County. Contractor will secure W-9 information from applicants who are selected to receive microbusiness grants and send out Form 1099s to recipients, as required. Contractor will provide monthly reports that include aggregate-level data necessary to meet state reporting requirements. Additionally, Contractor will provide a written report within 110 days of funds being awarded and will include the number of applications received, the number of grant awards made, the outreach and technical assistance provided, and by which partner organization. Dollar amounts awarded in the following categories will also be included as is available: by race and ethnicity, women owned, veteran owned, and located in rural area. Written reports will be provided to the County every 60 days following the second written report until all funds allocated to the microbusiness grant program have been awarded.
5. General Program Support: Contractor will respond to general inquiries and coordinate with the County on program implementation and outreach and marketing.

Program Contingent on State Funding. The Parties to this Agreement acknowledge and agree that the implementation of the Program in San Mateo County is contingent on the County receiving funding from the State of California pursuant to the County's response to the State of California Office of the Small Business Advocate's Request for Proposals for the Program. If the County does not receive funding from the State, the County will not implement the Program in San Mateo County and the services set forth herein will not be provided by Contractor or paid for by the County.

Use of Funds: The Parties acknowledge that this Agreement is a contract between Contractor and the County for the public purposes stated herein. The Parties shall use the funds only as stated herein unless Contractor receives prior written consent from the County authorizing other uses of the funds. Any funds not used for the purposes set forth in this Agreement shall immediately be returned to the County upon the County's request.

### **Revised Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay the Contractor based on the following fee schedule and terms.

After execution of this Agreement and provided that the State of California has awarded funds to the County under the Program, Contractor shall submit monthly invoices to the County for performing the services described in Exhibit A. Invoices shall include date of invoice, amount requested, a description of the permitted administrative expenses incurred and shall be supported by documentation reasonably acceptable to the County. Contractor staff member time shall be calculated at a rate that shall not exceed the fully weighted compensation rate (i.e., salary and benefits) for the actual time that such staff member spends providing services under this Agreement.

Contractor's total permitted administrative expenses under this Agreement for staffing and administration of the Program is set forth in Table 1 below and shall not exceed \$145,130.67. County will not reimburse or pay for additional expenses or costs of any kind without the prior written consent of the County. Contractor's expenditures under this Agreement must be incurred between January 21, 2022 and November 30, 2022 and all invoices for such expenditures must be submitted to the County not later than December 14, 2022.

**Table 1. Permitted Administrative Expenses**

<b>Microbusiness COVID-19 Relief Grant Program: Permitted Administrative Expenses</b>	<b>Amount</b>
Staff Implementation: Personnel Salaries + Benefits	
Program Director	\$10,000.00
Program Managers	\$40,000.00
Program Coordinator	\$25,000.00
Marketing Manager	\$15,000.00
Benefits (24% of salaries)	\$21,600.00
<b>Marketing &amp; Outreach Expenses</b>	
Print materials	\$630.67
<b>Other/Contractual Expenses</b>	
Technical Assistance and Outreach Support (consultants)	\$18,500.00
<b>Fiscal Agent Expenses</b>	
Fiscal agent fee – Renaissance Entrepreneurship Center	\$14,400.00
<b>TOTAL costs associated with staffing and administration of the grant program</b>	<b>\$145,130.67</b>

After execution of this Agreement and provided that the State of California has awarded funds to the County under the Program, Contractor shall invoice the County for grant funds to be distributed to qualified microbusinesses in the amount of \$2,500 each for 309 grants for a total amount of \$772,500, as specified in Table 2 below. Contractor understands and agrees that it must return to the County any unexpended grant funds not later than December 14, 2022.

**Table 2. Grant Funds**

<b>Microbusiness COVID-10 Relief Grant Program: Grant Funds to be distributed to qualified microbusinesses</b>	<b>Amount</b>
309 grants in the amount of \$2,500 each	\$772,500.00
<b>TOTAL</b>	<b>\$772,500.00</b>

In no event shall County's total fiscal obligation under this Agreement (inclusive of permitted administrative expenses and grant funds) exceed the amount specified in § 2 of the Agreement.