

**AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND CRUZ STRATEGIES, LLC**

THIS AMENDMENT TO THE AGREEMENT is entered into this 25th day of February, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cruz Strategies, LLC, hereinafter called "Contractor" or "Cruz Strategies";

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, pursuant to Board Resolution #075702, the County entered into an agreement with The Quintana Cruz Company, LLC ("Quintana Cruz"), on or about February 2, 2018, for the purpose of retaining Quintana Cruz to perform certain state advocacy services for the term January 1, 2018, through December 31, 2019, with the County's maximum total fiscal obligation at One Hundred Seventy-Three Thousand dollars (\$173,000); and

WHEREAS, on or about December 31, 2018, Quintana Cruz began the process of dissolving, with shareholder Steve Cruz forming Cruz Strategies effective January 1, 2019; and

WHEREAS, the County had paid Quintana Cruz a total of Eighty-Six Thousand Five Hundred dollars (\$86,500) for services rendered during the period January 1, 2018, through December 31, 2018, and the County desired to retain the firm of Cruz Strategies to continue the state advocacy services previously performed by Quintana Cruz and thereafter, on February 25, 2019, entered into an agreement with Cruz Strategies for the term January 1, 2018, through December 31, 2019, for a maximum total fiscal obligation of Eighty-Six Thousand Five Hundred dollars (\$86,500), which represented the remaining balance of the contract with Quintana Cruz; and

WHEREAS, the parties now desire to extend the agreement for an additional two years through December 31, 2021, and increase the agreement amount by \$180,080.64 to a new maximum payment amount of \$266,580.64.

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

1. "Section 3. Payments" of the Agreement 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 TWO HUNDRED SIXTY-SIX THOUSAND

FIVE HUNDRED AND EIGHTY DOLLARS AND SIXTY-FOUR CENTS (\$266,580.64) for the term ending DECEMBER 31, 2021. 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.


2. "Section 4. Term" of the Agreement 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 January 1, 2020, through December 31, 2021.

3. All other terms and conditions of the Agreement dated February 25, 2019, 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 a 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: Cruz Strategies, LLC

 Contractor Signature	<u>2/20/20</u> Date	<u>CRUZ STRATEGIES</u> Contractor Name (please print)
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COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: _____
Clerk of Said Board



CRUZSTR-01

MBIGHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B48084

Wraith, Scarlett & Randolph Insurance Services, Inc.
509 Bush Street
Woodland, CA 95695

CONTACT

NAME:

PHONE (A/C, No, Ext): (530) 662-9181

FAX (A/C, No): (530) 662-6452

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Amco Insurance Company

19100

INSURER B : Technology Insurance Company, Inc

42376

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Cruz Strategies, LLC
1130 K St., Suite 300
Sacramento, CA 95814

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACPBPO3028559654	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBPO3028559654	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3764461	2/26/2019	2/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER

CANCELLATION

Cruz Strategies, LLC
925 L Street Suite 300
Sacramento, CA 95814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE