

**AMENDMENT 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY ECONOMIC DEVELOPMENT AGENCY**

THIS AMENDMENT 5 TO THE AGREEMENT, entered into this 11 day of November, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Economic Development Agency ("SAMCEDA"), 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, 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 July 9, 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 services in connection with the County's efforts to assist small and medium sized businesses to recover from the COVID-19 pandemic for an amount not to exceed \$75,000 for the term July 9, 2020 through January 9, 2021; and

WHEREAS, on December 3, 2020, the parties amended the Agreement ("Amendment 1") to increase the maximum amount authorized to be expended under the Agreement by \$148,500, to an amount not to exceed \$223,500, to extend the term of the through June 30, 2021, and to replace Exhibits A and B with Exhibits A1 (rev. December 1, 2020) and B1 (rev. December 1, 2020); and

WHEREAS, on March 18, 2021, the parties further amended the Agreement ("Amendment 2"), to increase the maximum amount authorized to be expended under the Agreement by \$126,310, to an amount not to exceed \$349,810 in order to increase the funding available for subcontracted services from the Peninsula Chinese Business Association, and to replace Exhibits A1 and B1 with Exhibits A2 (rev. March 1, 2021) and B2 (rev. March 1, 2021); and

WHEREAS, on July 6, 2021, the parties amended the Agreement a third time ("Amendment 3"), to extend the term of the Agreement through September 30, 2021; to increase the amount payable under the Agreement by \$125,000, to an amount not to exceed \$474,810; and to replace Exhibits A2 and B2 with Exhibits A3 (rev. June 8, 2021) and Exhibit B3 (rev. June 8, 2021); and

WHEREAS, on November 2, 2021, the parties amended the Agreement a fourth time ("Amendment 4"), to extend the term through October 31, 2021; increase the maximum amount authorized to be expended under the Agreement by \$15,000, to an amount not to exceed \$489,810; and to replace Exhibits A3 and B3 with Exhibits A4 (October 12, 2021) and B4 (rev. October 12, 2021); and

WHEREAS, the parties wish to further amend the Agreement ("Amendment 5"), to extend the term through March 31, 2022; increase the maximum amount authorized to be expended under the Agreement by \$75,000, to an amount not to exceed \$564,810; and to replace Exhibits A4 and B4 with Exhibits A5 (November 16, 2021) and B5 (rev. November 16, 2021).

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

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

1. Exhibits and Attachments

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

Exhibit A5 (rev. November 16, 2021) – Services

Exhibit B5 (rev. November 16, 2021) – Payments and Rates

Attachment E – Emergency Agreement

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

2. Services to be performed by Contractor

In consideration of the payments set forth in the Agreement and in Exhibit B5 (rev. November 16, 2021), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in the Agreement and in Exhibit B5 (rev. November 16, 2021).

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

3. 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 A5 (rev. November 16, 2021), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B5 (rev. November 16, 2021). 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 SIXTY-FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$564,810). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

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

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 9, 2020 through March 31, 2022.

5. Exhibits A4 (rev. October 12, 2021) and B4 (rev. October 12, 2021) are replaced with Exhibit A5 (rev. November 16, 2021) and Exhibit B5 (rev. November 16, 2021), as attached hereto and incorporated herein by reference.
6. All other terms and conditions of the agreement dated July 9, 2020, between the County and Contractor shall remain in full force and effect.
7. This Agreement, as amended by Amendment 5, including Exhibit A5 (rev. November 16, 2021) and Exhibit B5 (rev. November 16, 2021) and Attachment E, attached hereto and incorporated by reference, 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 Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Economic Development Agency (SAMCEDA)

R.S. Foust
Contractor Signature

11-11-2021
Date

Rosanne S. Foust President &
Contractor Name (please print) CEO
SAMCEDA

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A5 (rev. November 16, 2021)

In consideration of the payments set forth in Exhibit B5 (rev. November 16, 2021), Contractor shall provide the following services:

1. Under the direction of the County, SAMCEDA will assist small and medium-sized businesses recover from the economic impacts of the COVID-19 pandemic by performing the following tasks throughout the term of the Agreement:
 - Coordinating and disseminating to small and medium-sized businesses information from a variety of local, state, federal and private sources through its [SAMCEDA.org](https://samceda.org) website, regular SAMCEDA newsletters, social media platforms and presentations, and stakeholder convenings.
 - Continue providing ongoing liaison with all the Chambers of Commerce in the County regarding COVID recovery planning.
 - Continue to raise funds for all components of the San Mateo County (SMC) Strong Fund and serve as a key member of the SMC Strong program team, with responsibilities that include, but are not limited to, contributing to strategic planning around fundraising and providing presentations, updates and other information to local elected officials, foundations, the business community and other potential donors.
 - Participate in San Mateo County COVID-19 Recovery Implementation effort, providing assistance, support and leadership as requested by the County to the Economic Recovery Committee.
 - Participate in and/or lead sub-committees and/or workgroups created by the Economic Recovery Committee.
 - Participation by the SAMCEDA Executive Director on the Countywide Recovery Coordination Council.
 - Perform other tasks as needed to assist with the recovery of small and medium businesses from the COVID-19 pandemic.

Fee: July 9, 2020 – December 31, 2020: Six (6) equal monthly payments of twelve thousand five hundred dollars (\$12,500) each.

January 1, 2021- March 31, 2022: During this period, the County will pay SAMCEDA fifteen thousand dollars (\$15,000) each month.

2. SAMCEDA will subcontract with the Peninsula Chinese Business Association to perform the following tasks:

Engage in a rapid, focused in-person education efforts between now and April 30, 2021 with specific businesses, starting with restaurant owners, to provide in-language education about COVID-19 safety and operating requirements. Subcontractor shall perform the following tasks:

- Contact specific restaurants and schedule in-person site visits at the business location
- Educate owners about COVID-19 health and safety standards; testing and contact tracing if infections occur
- Educate owners about COVID-19 operating rules and protocols; and planned enforcement and penalty efforts
- Seek feedback from business owners on what resources they need to adhere to safe operating protocols and other support they may need to stay in businesses if time permits
- Provide written materials covering these topics as well as employee training and resources for anyone infected
- Provide materials in English and Chinese
- Complete online report for each visit
- Provide small amount of PPE at each location and determine if more is needed
- Deploy bi-lingual training personnel to contact each location at least once and carefully review all materials and explain how to access resources and support from County Environmental Health Services

Other Program Details:

- Each location will list an address and contact, but some internet research may be needed to collect phone numbers or other contact information
- PCBA personnel will be trained on all materials and supported by County Environmental Health Services
- PCBA personnel will be required to submit regular reports related to each contact and site visit
- PCBA personnel will be asked to monitor the operational challenges in the field and suggest ideas and resources that the County may provide to better support adherence to COVID-19 protocols in the restaurant industry
- If successful, the program may be expanded

Location of Work:

- An initial list of up to 470 business locations in San Mateo County
- List to be provided by the Department of Public Health.

Special qualification for personnel performing the work:

- English and Mandarin speaker
- English and Cantonese speaker
- Other languages such as Korean or Vietnamese upon request

Fee Structure, 11/2/2020 through 4/30/2021:

Expense Category	Amount	Notes
Hourly rate	\$100	Inclusive of administrative functions
Hour estimate	1,410 hours	3 hours per location X 470 locations
Staff time estimate	\$141,000	Scheduling, travel time, onsite visit, and after visit reporting
Expense estimate	\$14,100	10%
Contingency estimate	\$28,200	20%
Total estimate	\$184,810	

Services to be provided 5/1/2021 through September 30, 2021

- Direct business engagement to access local, state and federal financial assistance and share COVID safety and vaccine information (680 hours)
- Convene small business stakeholders to develop small business recommendations for economic recovery (120 hours)

Fee Structure, 5/1/2021 through 9/30/2021

Expense Category	Amount	Notes
Hourly Rate	\$100	Inclusive of administrative functions
Hour Estimate	800 hours	
Total Estimate	\$80,000	

GRAND TOTAL: \$264,810

Exhibit B5 (rev. November 16, 2021)

In consideration of the services provided by Contractor described in Exhibit A5 (rev. November 16, 2021) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

All payments will be paid upon invoice from SAMCEDA. In no case shall the amount paid by the County exceed \$564,810 for the term of the Agreement. This amount shall be allocated as follows:

1. Assistance with Small and Medium-Sized Businesses Recovery from the COVID-19 Pandemic:

Date	Amount
July 31, 2020	\$12,500
August 31, 2020	\$12,500
September 30, 2020	\$12,500
October 31, 2020	\$12,500
November 30, 2020	\$12,500
December 31, 2020	\$12,500
January 30, 2021	\$15,000
February 28, 2021	\$15,000
March 30, 2021	\$15,000
April 30, 2021	\$15,000
May 31, 2021	\$15,000
June 30, 2021	\$15,000
July 31, 2021	\$15,000
August 31, 2021	\$15,000
September 30, 2021	\$15,000
October 31, 2021	\$15,000
November 30, 2021	\$15,000
December 31, 2021	\$15,000
January 31, 2022	\$15,000
February 28, 2022	\$15,000
March 31, 2022	\$15,000

Total	\$300,000
--------------	------------------

2. Subcontract with the Peninsula Chinese Business Association: A total amount not to exceed \$264,810, as detailed in Exhibit A5.