

**FIRST AMENDMENT TO NO-COST MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

The No-Cost Memorandum of Understanding (“MOU” or “AGREEMENT”) by and between County of Santa Clara (“COUNTY”) and Mountain View Whisman School District (“DISTRICT”) is hereby amended as follows:

- A. The TERM of this MOU is hereby extended to December 31, 2021.
- B. Section III “County Standard Provisions,” C. “Conflicts of Interest” is hereby replaced in its entirety with the following text:

District shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act

(California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, District covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. District further covenants that, in the performance of this Agreement, it will not employ any District or person having such an interest. District, including but not limited to District’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, District shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to District’s employees, agents and subcontractors, who could be substantively involved in “mak[ing] a governmental decision” or “serv[ing] in a staff capacity” and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of District’s service to the County under this Agreement. District shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. District shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, District shall ensure that all such individuals identified pursuant to

