

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing Agreement**

Purchase Order Number:	4400008221	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 61,373.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 122,746.00
Current Agreement End Date:	6/30/2022	New Agreement End Date:	6/30/2023

**For County Use Only – SAP**

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0501	5255100	5099	\$61,373		999999
<b>Line 2</b>	Select						
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						

**Parties to Agreement**

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

**Contractor**

Contractor Name (As Displayed In SAP):	Mountain View Whisman School District
Contact Person:	Debbie Austin
Street Address *:	1400 Montecito Ave.
City, State, Zip *:	Mountain View, CA. 94043
Telephone Number *:	(510) 903-6965
Email Address *:	daustin@mvwsd.org
SCC Vendor Number (As Assigned In SAP):	1007141

\* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

**COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	SSA/OCM	Department Number:	0501
Program Manager or Contract Monitor Name:	Kaine Jones		
Street Address:	333 W. Julian Street		
City, State, Zip:	San Jose, CA. 95110		
Telephone Number:	(408) 755-7751		
Fiscal Contact (Accounts Payable Contact):	Armando Nunez		
Contract Preparer:	Kaine Jones		

**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: Debra Porcchia-Usher	Date:	7/21/2022
Agency/Department Fiscal Officer:	DocuSigned by: [Signature]	Date:	6/28/2022
County Council Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	DocuSigned by: Meredith Johnson	Date:	6/28/2022
Contractor:	DocuSigned by: Ron Wheelahan	Date:	7/13/2022
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)		Date:	
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Tiffany Lennear Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement** **Amend Term of Agreement**

Extend term of contract to provide services in FY2022-23

Or see Attachment     A-1     as incorporated by this reference **Amend Contract Specifics***Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*Or see Attachment     A-1     as incorporated by this reference **Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 61,373
B.	Amount of increase or decrease: (Explain below)	\$ 61,373
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 122,746

**Explanation of increase / decrease** (include new payment terms if applicable):

Increase Maximum Financial Obligation to provide services in FY2022-23.

Or see Attachment     A-1     as incorporated by this reference

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement** **Amend Standard Provisions**

Or see Attachment B/Ex-C as incorporated by this reference  
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment \_\_\_\_\_

 **Other (please explain below)**

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$ 61,373
Financial obligation in current fiscal year:	\$ 61,373
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 122,746

**Insurance**

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B<sup>2</sup> \_\_\_\_\_ attached and incorporated by this reference.

**Attachment A-1: Contract Specifics****CONTRACTOR:** Mountain View Whisman School District**PROGRAM/PROJECT NAME:** Mountain View Whisman School District Food Truck Program**1. SERVICE DELIVERY**

Mountain View Whisman School District's Child Nutrition Department (CONTRACTOR) will serve meals at Rangstorff Park in Mountain View. Target population reside in the nearby parks, subsidized housing complexes, mobile home parks and RV communities.

**2. DELIVERABLES**

- a. CONTRACTOR will provide food to children ages 1 to 18.
- b. CONTRACTOR will provide up to 200 meals per day.
- c. CONTRACTOR will distribute meals at Rangstorff Park; 1931 Crisanto Ave, Mountain View, CA.

**3. PERFORMANCE STANDARDS**

CONTRACTOR's performance will be monitored and evaluated by the Santa Clara County, Social Services Agency.

**4. PAYMENT SCHEDULE**

- a. This is a fee for service contract. The maximum compensation for this contract shall not exceed \$61,373 in Fiscal Year 2022 and \$61,373 in Fiscal Year 2023 for a total amount of \$122,746.
- b. The Contractor will submit a monthly invoice for the prior month of services to the contract monitor by the tenth (10<sup>th</sup>) business day of each month.
- c. Each invoice must include, monthly salary cost in accordance with Table 1 and back up documentation detailing, dates of services provided, number of meals provided, location of service delivery.

**Table 1**

	<b>Monthly Salary</b>
Chef	\$ 2,945.88
Baker	\$ 2,058.88
Server	\$ 1,814.44
<b>Total</b>	<b>\$ 61,373</b>

ADD SECTION VI, W. COVID-19 REQUIREMENTS:

**W. COVID-19 REQUIREMENTS**

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference.

If Contractor is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the County's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such Contractors shall comply with the County's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of Contractor's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the County department that manages this Agreement.

If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit C. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR  
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the



EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH  
COVID-19 VACCINE REQUIREMENTS  
(Version Effective April 1, 2022)**

**Contractor Information:**

Contractor name:	Name of Contractor representative:
Mountain View Whisman School District	<del>XXXXXXXXXX</del> Ron wheelahan
Contractor phone number:	Contractor email address:
(510) 903-6965	<del>XXXXXXXXXXXXXXXXXXXX</del> rwheelahan@mvwsd.org

**Contractor Certification.** On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor’s employees working at County facilities, including but not limited to the requirements in the County’s memorandum regarding COVID-19 Vaccine Requirement for County Personnel (“County Vaccine Policy”), the County’s memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
  
2. As of the date signed below:
  - a. Contractor understands that it must confirm, and has confirmed, that all of contractor’s workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County<sup>1</sup> are:
    - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
    - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

<sup>1</sup> As established in the County’s Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County’s vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.<sup>2</sup> Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
  4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
  5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor’s compliance with this Certification.


I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

~~XXXXXXXXXX~~ Ron Wheelahan

~~XXXXXXXXXXXXXXXXXXXX~~

\_\_\_\_\_  
Name of authorized representative of Contractor

\_\_\_\_\_  
Title

DocuSigned by:  
  
Signature

\_\_\_\_\_  
7/13/2022  
Date

<sup>2</sup> If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.