

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

Purchase Order Number:	4400008221	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	\$249,174	Amended Maximum Financial Obligation (If dollar amount is changing):	\$312,388		
Current Agreement End Date:	06/30/2025	New Agreement End Date:	06/30/2026		

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)
Line 1	Select	0501	5255100	5099	\$63,214		999999
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	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:	Rebecca Westover
Street Address *:	1400 Montecito Avenue
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

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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 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: <i>Daniel Little</i> 583E8550BF8495...	Date:	8/7/2025
Agency/Department Fiscal Officer:	DocuSigned by: <i>[Signature]</i> 31F20FC5DB91426...	Date:	7/31/2025
Contractor:	DocuSigned by: <i>Rebecca Westover</i> 31F20FC5DB91426...	Date:	8/5/2025
County Authorized Representative: (Procurement Department, President of the Board of Supervisors, Delegated Authority)		Date:	
County Counsel: (Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.) Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.	DocuSigned by: <i>Katherine Erickson</i> 952640E64BEC400...	Date:	7/31/2025
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: Curtis Boone, Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

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Reason(s) for Amending the Service Agreement



Amend Term of Agreement

Term begins on December 8, 2021, and expires on June 30, 2026, unless terminated earlier or otherwise amended.

Or see Attachment _____ 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-4 as incorporated by this reference



Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ \$ 249,174
B.	Amount of increase or decrease: (Explain below)	\$ \$ 63,214
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ \$ 312,214

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

Increase Maximum Financial Obligation to provide services in FY2025-26

Or see Attachment A-4&D-2 as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
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☒	Amend Standard Provisions
Or see Attachment <u>E-1</u> 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):	\$ \$ 249,174
Financial obligation in current fiscal year:	\$ \$ 63,214
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ \$ 312,214

Insurance	
☒	Insurance does not require changes
☐	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment A-4: 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 cold lunches that meet the National School Lunch Program guidelines for a complete meal. Meals are available for all children up to the age of 18, at no cost at Rengstorff Park in Mountain View. CONTRACTOR will operate Monday through Friday, from 11:30am to 1 pm. Target population resides 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 Rengstorff Park; 1931 Crisanto Ave, Mountain View, CA.

3. PERFORMANCE STANDARDS

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

4. COMPENSATION TO CONTRACTOR

- a. This is a fee for service contract. The maximum compensation for this contract shall not exceed \$61,373 in Fiscal Year 2022, \$61,373 for Fiscal Year 2023, \$63,214.00 in Fiscal Year 2024, 63,214 in Fiscal Year 2025, and \$63,214 in Fiscal Year 2026 for a total of \$312,388.
- b. The Contractor will submit a monthly invoice for the prior month of services to the contract monitor by the tenth (10th) business day of each month.
- c. Each invoice must include, monthly salary cost in accordance with Attachment D-2: Budget and back up documentation detailing, dates of services provided, number of meals provided, location of service delivery, and the cost of supplies.

5. CRITICAL INCIDENT REPORTING

- a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

Attachment A-4: Contract Specifics

- b. A “critical incident” generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR’s staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:
- i. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by the CONTRACTOR).
 - ii. Sexual assault or misconduct.
 - iii. Physical, psychological, or emotional abuse or neglect.
 - iv. Attempted suicide.
 - v. Death.
 - vi. Serious injury or death related to the services provided under the MOU.
 - vii. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
 - viii. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement.
 - ix. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold § 5150).
 - x. Notice that the District Attorney’s Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
 - xi. Notice that the District Attorney’s Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 - xii. Use of or possession of a weapon by participants and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR’s staff.
 - xiii. Any phone calls made to 911 or law enforcement.
 - xiv. Criminal conduct involving CONTRACTOR personnel.
 - xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
 - xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.
 - xvii. Any event that has a possibility of receiving public or media attention.
- c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify the Contract Monitor as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

Santa Clara County
Social Services Agency

FY 2025-2026

Attachment D-2: BUDGET
Resource Table
1 of 3

Agency Name: Mountain View Whisman School District
Contract Period: July 1, 2025 and June 30, 2026
Program Name: Food Truck Program

A Source of Funds	B FY25-26 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA) *	\$ 63,214	100%	1
Other Funding Sources			
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
	\$ -	0%	
Total Funding Resources**	\$ 63,214	100%	

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Renewal of Existing Funding-Continuation of current year funding
3	Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted and expect funding

* The **SSA** line in **FY 25-26 Amount**, Column "B" should equal the **Grand Total** of Column "B" in the Budget Detail.

** The **Total Funding Resources** in Column "B" should equal the **Grand Total** of Column "D" in the Budget Detail.

Santa Clara County
Social Services Agency

FY 2025-2026

Attachment D-2: BUDGET
Budget Detail
2 of 3

Agency Name: Mountain View Whisman School District
Contract Period: July 1, 2025 and June 30, 2026
Program Name: Food Truck Program

A Contracted Service*		B Rate	C Est. Quantity*	D Total
*Monthly services includes all costs associated with providing services for the calendar month, including funding for the following positions: Chef, Baker and Server				
Monthly Meal Services		\$ 31,607.00	2	\$ 63,214
				\$ -
				\$ -
				\$ -
Grand Total				\$ 63,214

Agency Name:

Mountain View Whisman School District

Contract Period:

July 1, 2025 and June 30, 2026

Program Name:

Food Truck Program

Please provide detail for each line item. Narrative should explain each service, including the ancillary services that are included as part of the primary service. All ancillary services listed in the Outputs section of your Work Plan, but not included as a budget line item, should be included in the Narrative for the line item to which it corresponds.

Contracted Service(s)*	Narrative
Monthly Meal Services	Meal Services include site setup, and site meal distribution by MVWSD staff. MVWSD's Food Truck Program goes out to the service site to oversee meal production of the food truck, create meals that surpasses the National Standards of serving safe food. Order supplies, cook and package meals for distribution at service sight. MVWSD Staff to ensure the truck is returned clean and ready for the next service day. MVWSD Staff are responsible for the countsheet paperwork. Meal services include breakfast and lunch. MVWSD Staff produce fresh baked items, daily, along with major meal production for hot meals.

*Contracted Services rate always include all direct, indirect, and administrative costs related to providing the services. This includes, but is not limited to, personnel cost, travel, technology, training, curriculum development or acquisition costs, support staff, management, credentialing, and quality improvement and/or quality assurance.

Article VI, Y. LEVINE ACT COMPLIANCE is revised to read:

Y. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.