

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300010336	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	5/5/2015
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Maximum Financial Obligation (Prior to this Amendment):	\$ 165,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 330,000
Current Agreement End Date:	6/30/2015	New Agreement End Date:	6/30/2016

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	H	0107	5255500	1107	0.01	FY16 - \$165,000.00	
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 05/05/2015

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):	McCorquodale Corporation
Contact Person:	Jean McCorquodale
Street Address *:	473 Mahoney Drive
City, State, Zip *:	San Jose, CA 95127
Telephone Number *:	(408) 259-4740
Email Address *:	JMPROWRITER@GMAIL.COM
SCC Vendor Number (As Assigned In SAP):	1006144

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

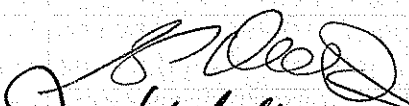


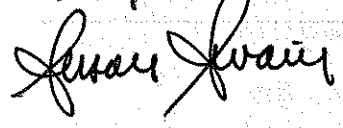

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County of Santa Clara

Agency / Department:	Office of the County Executive	Department Number:	0107
Program Manager or Contract Monitor Name:	Administrative Services Manager III		
Street Address:	70 W. Hedding St., East Wing, 11th Floor		
City, State, Zip:	San Jose, CA 95110		
Telephone Number:	408/299-5141		
Fiscal Contact (Accounts Payable Contact):	Lisa Doan, 408/299-5123		
Contract Preparer:	George P. Doorley		

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:		Date:	
Agency/Department Fiscal Officer:		Date:	4/17/15
Contractor:		Date:	4/13/15
County Authorized Representative: DAVE CORTESE PRESIDENT, BOARD OF SUPERVISORS		Date:	MAY 05 2015
County Counsel:		Date:	4/17/2015
(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.) <i>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.</i>			
Office of the County Executive:		Date:	
(Signature required when Board approved contract by a Delegation of Authority)			
Attest Clerk of the Board: LYNN REGADANZ		Date:	MAY 05 2015

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Reason(s) for Amending the Service Agreement

✓ **Amend Term of Agreement**

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 _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 165,000
B.	Amount of increase or decrease: (Explain below)	\$ 165,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 330,000

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

Continued services for additional fiscal year at current level.

Or see Attachment _____ as incorporated by this reference

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Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Travel Policy – Quick Reference Guide for Contractors

Or see Attachment Exh. C as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 165,000 FY15
Financial obligation in current fiscal year:	\$ 165,000 FY16
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 330,000

Insurance

<input checked="" type="checkbox"/>	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.



County of Santa Clara

Travel Policy

Quick Reference Guide for Contractors

Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse

contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
 - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

MILEAGE FORM

County of Santa Clara
NON-TRAVEL RELATED MILEAGE REIMBURSEMENT FORM

Name:	Office Location:
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Date	Origin & Destination Address Purpose of Trip	Miles Driven
	<i>Departure Address -</i>	
	<i>Destination Address -</i>	
	<i>Purpose of trip -</i>	

Total Miles Claimed:	Mileage Rate: \$0.575	Total \$ Amount:	Total Miles Claimed
Claimant Signature:		Date:	Purchase Order Number _____