

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

Purchase Order Number:	4300010336	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	June 5, 2018
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Maximum Financial Obligation (Prior to this Amendment):	\$ 770,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 1,280,000.00
Current Agreement End Date:	June 30, 2018	New Agreement End Date:	June 30, 2019

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		0107	5255500	1107	510,000.00		
Line 2		0107	5255100	1107	.01		
Line 3							
Line 4							
Line 5							

Approved: 06/05/2018

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

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

County of Santa Clara

Department Number: 0107

Agency / Department:

Office of the County Executive

Program Manager or
Contract Monitor Name:

Fran A. Palacio

Street Address:

70 W. Hedding Street, East Wing - 11th Floor

City, State, Zip:

San Jose, CA 95110

Telephone Number:

408/299-5186

Fiscal Contact
(Accounts Payable Contact):

Ngoc Hoang --- 408/299-5178

Contract Preparer:

Fran A. Palacio --- 408/299-5186

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:
Fran A. Palacio

Date: 5/16/2018

Agency/Department Fiscal Officer:

DocuSigned by:
Wendy Hoang

Date: 5/16/2018

County Counsel Approval as to Form and
Legality: *(Signature required on all contracts before
execution by Contractor or County Authorized
Representative)*

DocuSigned by:
Lesley Pak

Date: 5/16/2018

Contractor:

DocuSigned by:
Jean McQuinn

Date: 5/16/2018

S. JOSEPH SIMITIAN
PRESIDENT BOARD OF SUPERVISORS

Date: **JUN 05 2018**

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:

Date:

Megan Doyle
Clerk of the Board of Supervisors
(Signature required when Board approved contract)

Date: **JUN 05 2018**

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

Agreement was set to terminate on June 30, 2018 and will be extended to now end on June 30, 2019. Services continue to be needed so that the Office of the County Executive can provide assistance in professional and grant writing for County agencies and departments that made requests too late to be handled this fiscal year and to complete a County Government History Writing Project that will document the history of County of Santa Clara government.

Or see Attachment _____ as incorporated by this reference

X Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

In addition to the scope of work defined in the Agreement, Contractor will perform professional writing services necessary to complete a historical record that demonstrates the role of County government throughout the years since the County of Santa Clara was formed, from the selection of railroad and transportation corridors still in use, the preservation of open space, the transformation of this area into the technology capital of the world, and other areas to be specified by the County. Contractor will depict the significant ways in which County government leaders have influenced outcomes, and the written account will take into consideration the social, political, and economical context of the times.

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)	\$ 770,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 510,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 1,280,000.00

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

Contractor shall be paid at the rate of \$250.00 per hour, for nor more than 2000 hours. Nothing in the Agreement nor amendments to the Agreement is meant to establish an employer/employee relationship. \$10,000 has been allocated for travel, materials used and related incurred expenses. Only reasonable expenses for travel pre-approved by the County Executive or designee will be reimbursed. The County will not pay for time spent traveling. Total payments shall not exceed \$510,000.00 for the term of this Amendment. Payment will be made monthly upon submittal of itemized invoices and supporting documentation (e.g. receipts), detailed narrative of accomplished work sufficient to support the amount being invoiced, and approval by the Contract Monitor. Each invoice shall detail the amount of time spent each day on each discrete deliverable. The County reserves the right to require Contractor to supplement narratives the County deems insufficient to support the amount being invoiced.
Or see Attachment _____ as incorporated by this reference

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

Section H of the Agreement is deleted in its entirety and replaced with Section H on Attachment A, attached hereto.

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

X Other (please explain below)

The terms on Attachment C, and the County's Travel Policy in effect at the time of execution, are hereby incorporated into the Agreement.

Or see Attachment ^C_____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 550,000.00
Financial obligation in current fiscal year:	\$ 770,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,280,000.00

Insurance

X Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

ATTACHMENT A

STANDARD PROVISIONS

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor 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, Contractor 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. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor'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, Contractor 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 Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving 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 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor 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. Contractor 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, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age

Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law,

then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

Non-reimbursable Expenses include:

- Parking and traffic violations
- Mileage for County vehicle
- Mileage for commute to work
- Mileage within Santa Clara County for Board of Supervisors and management persons who receive a vehicle allowance
- Emergency repairs for non-County vehicles
- Insurance not provided for under the Travel Policy
- Car rental insurance & Fuel Service Option
- Tips exceeding County allowances
- Refreshments, snacks, alcoholic beverages
- Personal travel expenses
- Medicinal remedies, health supplies, cosmetics
- Personal entertainment, e.g. in-room movies
- Childcare fees, kennel/boarding fees
- Short term airport parking exceeding long term rate
- Personal losses while on County business
- Political and charitable contributions or events
- Incident expenses that are to be of a personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting For Trip

Within 30 calendar days of return from a County business trip, a final accounting of all expenses must be completed on a Trip Expense Voucher and submitted to the traveler's department. This must be approved and provided to the Controller-Treasurer within 90 days after the end of the trip. Any over-payments arising from the excess of travel advances over actual cost must be repaid to the County at the time the financial accounting is submitted. When an advance is not settled by 120 days from date of return, the County may deduct the entire amount of the advance from the employee's wages.

Refer to "Documentation Requirements" section of the Travel Policy.

When filing both P-Card and the Trip Expense Voucher, the original receipts and other supporting documentation should be attached to the P-Card report and copies are to be submitted with the Trip Expense Voucher.

Travel Exceptions Form

Exceptions to specific provisions of County Travel Policy may be authorized by the Finance Agency Director or Controller-Treasurer on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy.

Allowable Exceptions are confined to the following conditions :

- To serve the business interest of the County
- To avoid a severe hardship or inconvenience
- To observe an established or expected protocol at a specified event
- To respond to an emergency situation

Examples of when the Travel Exception Form is required :

Pre-approval from Finance Agency Director/Controller Treasurer is required for the following exceptions:

- Attendance of more than five for most departments and seven for VMC and SSA
- Lodging costs within four local counties (Santa Clara, San Benito, San Mateo, Santa Cruz)

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 for fees and tips given to porters, baggage carriers, hotel staff, and staff on ships will be reimbursed up to GSA limit (currently at \$5 per day)



County of Santa Clara

Travel Policy

2018

Quick Reference Guide

Your Travel Coordinator:

Name: _____ Cynthia Montemayor

Phone#: _____ 408-299-6410

Introduction

This is a quick reference guide to the travel policies and procedures contained in the County's Travel Policy. It is NOT meant to provide comprehensive information.

Guiding Principles

All expenses incurred while on County business should be a reasonable and prudent use of public funds. Travelers should choose the most efficient, direct and economical travel options required by the occasion.

Travel Authorization

Any person traveling on County business and seeking reimbursement from the County must obtain travel authorization prior to the travel. Formal written request for travel reimbursement is made on a Travel Authorization form. This form must be completed if one or more of the following are incurred: airfare, lodging, meals (out of county), car rental for overnight trip, or an advance.

Travel Insurance

The County provides an insurance program for employees that includes liability, workers' compensation and automobile coverage for County owned and rented vehicles to County employees on County business. Travelers using personal cars for County travel must carry adequate insurance coverage for personal protection as well as for the protection of any driver/passenger. Refer to County Comprehensive Vehicle Policy for more information. Rental companies may require some proof of vehicle insurance, and for this the traveler should carry the County's Certificate of Coverage. A certificate copy can be found in Appendix B of the Travel Policy.

Reimbursable Travel Costs

Transportation Costs

Air travel reservations should be made through the County approved travel agency. Air travel through another source is allowed, but the traveler must provide the comparable cost offered by the County authorized travel agency. The traveler will be reimbursed at the lower of the travel agency comparison rate or the rate obtained from the other source. Contact your Department Travel Coordinator for travel arrangement assistance.

A car rental is allowable if it is the least expensive ground transportation option. A written justification for such rental is required on the Travel Authorization form, and any reimbursement must be supported by an itemized car rental receipt.

Travelers who use a private auto for traveling on County business will be reimbursed for personal car mileage which exceeds the normal home-to-work mileage.

When using private auto to visit a destination with scheduled airline services, the mileage payment may not exceed the equivalent coach airfare plus transportation to local airport and other transportation related costs at destination (such as ground transportation and hotel vehicle parking charges).

Travel Advance

Travel advances will be limited to 85% of the total estimated travel cost with a minimum amount of \$100. Employees with a P-card or who have an outstanding advance balance are not eligible for a travel advance.

Lodging Costs

The maximum reimbursement for lodging will be 165% of the federal per diem rate allowed for the location of the overnight stay. However, if the traveler stays in a lodging location where a conference, training, or meeting is held, then 300% of the per diem rate is allowed. The reimbursement rate includes room, resort fee, and transient occupancy tax.

Meal Costs

Travel meals will be reimbursed at the federal per diem rate allowed for the location of the travel and receipts are not required. Itemized receipts are required for members of the Board of Supervisors and appointed commissions and committees per State law, P-Card meal purchases and payment for protocol events.

Federal Per Diem Rate

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

- Includes 48 contiguous States and District of Columbia
- 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