

**SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE COUNTY OF SANTA CLARA AND THE SAN JOSE CONSERVATION CORPS FOR ROADSIDE MAINTENANCE OF CALTRANS FACILITIES**

The December 2016 Agreement By and Between the County of Santa Clara and the San Jose Conservation Corps for Roadside Maintenance of CalTrans (“Agreement”) identified a total Maximum Compensation Limit of \$790,320. The California Department of Transportation (“CalTrans”) has authorized additional funds for this program, under which the County is reimbursed pursuant to a separate Cooperative Agreement between the County and CalTrans. Accordingly, the Agreement is hereby amended to: (1) increase the Maximum Compensation Limit from \$790,320 to \$1,027,416; and (2) clarify the County’s role with respect to review of services provided by San Jose Conservation Corps.

The Agreement is amended as follows:

1. Section 1.c regarding “Scope of Work; Authorization” is hereby deleted and replaced with the following:

1.c. The Maximum Compensation Limit for all Work performed under this Agreement shall not exceed \$1,027,416 as more particularly described in Section 5 below.

2. Section 5.a regarding “Compensation” and “Maximum Compensation Limit” is hereby deleted and replaced with the following:

5.a Maximum Compensation Limit. The maximum compensation payable under this Agreement is \$1,027,416 (“Maximum Compensation Limit”). The sum of all compensation payable under all Project Approval Forms and Change Orders shall not exceed the total Maximum Compensation Limit. If SJCC performs Work that exceeds the Maximum Compensation Limit, SJCC does so at SJCC’s own risk and County shall not be liable or responsible for such Work or any payments or costs associated with such Work.

3. The language in Exhibit A, on “Scope of Work,” that the “County agrees to ensure SJCC shall provide including but not limited to the following services” is hereby deleted and replaced with the following:

**County agrees to ensure SJCC shall provide services listed below based on SJCC’s submission to County of documentation and invoices identifying in detail the work and services performed.**

Except as amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

By signing below, each signatory warrants and represents that he/she executed this Amendment to the Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations.

**COUNTY OF SANTA CLARA**

By: \_\_\_\_\_  
S. Joseph Simitian, President  
Board of Supervisors

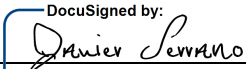
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Date

Attest:

\_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors

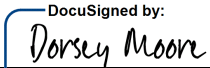
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Approved as to form and legality:

DocuSigned by:  
  
\_\_\_\_\_  
Javier Serrano 15FE0EECFBF74C5...  
Deputy County Counsel

2/26/2018  
\_\_\_\_\_  
Date

**SAN JOSE CONSERVATION CORPS**

By:   
\_\_\_\_\_  
Dorsey Moore 1303FE2EA56744C...  
CEO

2/26/2018  
\_\_\_\_\_  
Date