

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300001661	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):	\$ 450,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 450,000
Current Agreement End Date:	06/30/2020	New Agreement End Date:	

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...						
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 08/13/2019

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):	Catholic Charities of Santa Clara County
Contact Person:	Maggie Williams
Street Address *:	2625 Zanker Road
City, State, Zip *:	San Jose, CA 95134
Telephone Number *:	408-325-5286
Email Address *:	mwilliams@catholiccharitiesscc.org
SCC Vendor Number (As Assigned In SAP):	1002065

* 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 (ORS)	Department Number:	0107
Program Manager or Contract Monitor Name:	Chad Martens		
Street Address:	151 W. Mission St		
City, State, Zip:	San Jose, CA 95110		
Telephone Number:	408-535-4298		
Fiscal Contact (Accounts Payable Contact):	Wendy Jhong		
Contract Preparer:	Gladys Cabagbag		

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: <i>Javier Aguirre</i>	Date:	8/5/2019
Agency/Department Fiscal Officer:	DocuSigned by: <i>Fran Palacio</i>	Date:	8/5/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	1A9336202DD44A9... DocuSigned by: <i>Hayley Reynolds</i>	Date:	8/2/2019
Contractor:	DocuSigned by: <i>Louise Anyapour</i>	Date:	8/2/2019
County Authorized Representative: Procurement Department President, Board of Supervisors; or Delegated Authority S. JOSEPH SIMITIAN	00801A8B26F444 <i>S. Joseph Simitian</i>	Date:	AUG 13 2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		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: <i>Megan Doyle</i> Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	AUG 13 2019

AUG 13 2019

2019

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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.

Attachment A1 is hereby added to the Agreement.

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)	\$ 450,000
B.	Amount of increase or decrease: (Explain below)	\$ 0
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 450,000

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

Attachment A1 includes additional payment terms.

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)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 0
Financial obligation in current fiscal year:	\$ 450,000
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 450,000

Insurance

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

Payment Schedule for Fiscal Year 2020

I. Payment Schedule Terms for Fiscal Year 2020

In addition to the terms in Attachment A, the following payment schedule terms apply, upon execution of the First Amendment and the fidelity bond attached herein:

- A. The Contractor will invoice the County for an advance payment of \$67,500.
- B. The Contractor will make deductions to their invoices each month, for 10 months, so that the County can recoup the amount of advance paid. The payment schedule for the advance and invoice deductions is outlined below.

Advance paid to Contractor in August 2019	\$67,500
Minimum amount Contractor must deduct on monthly invoices:	
September	\$6,750
October	\$6,750
November	\$6,750
December	\$6,750
January	\$6,750
February	\$6,750
March	\$6,750
April	\$6,750
May	\$6,750
June	\$6,750



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743	CONTACT NAME: PHONE (A/C, No, Ext): 631-423-9500	FAX (A/C, No): 631-424-3610
	E-MAIL ADDRESS: info@wrs1928.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Certain Underwriters at Lloyds, London - AA1122000		
INSURER B: Safety National Casualty Corp		15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 559304818 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR 250,000 <input checked="" type="checkbox"/> Counselors E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	19W2109	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR 250,000	Y	Y	19W2109	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			19XS214	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4059749	1/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Fidelity & Crime Professional Liability			19W2109	7/1/2019	7/1/2020	Each Claim 1,000,000 Annual Aggregate 1,000,000 SIR 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects agreement between the County of Santa Clara and Catholic Charities of Santa Clara County, Vendor ID 1002065/500102. 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 are named as Additional Insureds per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION 30 Days Except 10 Days for NonPay**

County of Santa Clara
 c/o EBIX BPO
 P.O. Box 257, Ref:84-Z361348
 Portland MI 48875-0257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): County of Santa Clara c/o EBIX BPO P.O. Box 257, Ref:84-Z361348 Portland MI 48875-0257</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.