

**First Amendment to Agreement
Between the County of Santa Clara and
the City of San Jose
for Viva CalleSJ**

This is the First Amendment to the Agreement, by and between the County of Santa Clara ("County") and the City of San José ("Contractor"), effective as of May 6, 2021, to provide opportunities for physical activity through the "open streets" model where City streets are closed to cars and turned into a free, accessible neighborhood resource, PO# 4400008086.

The Agreement is amended as follows, effective upon execution:

1. Article 3, **Term of Agreement**, is amended to provide that the Agreement shall begin upon execution and expire on September 30, 2023, unless terminated earlier in accordance with this Agreement
2. Article 4 Section 4.1, **Maximum Financial Obligation**, is amended to provide that the County's maximum financial obligation for the entire term of the Agreement shall not exceed \$135,000.
3. Article 4 Section 4.5, **Payment Terms**, is deleted in its entirety and replaced by the following:

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.
4. Exhibit A1 "Scope of Work and Performance Standards for October 1, 2022 – September 30, 2023," attached hereto, is hereby incorporated into the Agreement by this reference. All references to Exhibit A in the Agreement shall be to Exhibit A and Exhibit A1.
5. Exhibit B-2A, regarding indemnification and insurance, is deleted in its entirety and replaced by Exhibit B-2, attached hereto and incorporated herein by this reference. All references to Exhibit B-2A in the Agreement shall be to Exhibit B-2.
6. Exhibit C1 "Payment Schedule and Budget for October 1, 2022 – September 30, 2023," attached hereto, is hereby incorporated into the Agreement by this reference.

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All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

SIGNATURES


County of Santa Clara:

DocuSigned by:

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 Chanthavy Sivongxay
 Senior Strategic Sourcing Officer
 9/23/2022
 Date

City of San Jose

DocuSigned by:

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 Jon Circirelli
 Director of Parks, Recreation and
 Neighborhood Services
 9/19/2022
 Date

Approved as to Form and Legality:



DocuSigned by:

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 Jenny S. Lam
 Deputy County Counsel
 9/19/2022
 Date

Approved as to Form and Legality:


DocuSigned by:

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 Aaron Yu
 Deputy City Attorney
 9/19/2022
 Date

Approved:

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 DocuSigned by:

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 Sara H. Cody, MD
 Health Officer and Public Health
 Director
 9/20/2022
 Date

Approved:

DocuSigned by:

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 Tina Cordero
 CSCHS Chief Fiscal Officer
 9/20/2022
 Date

Exhibits to this Amendment:

Exhibit A1: Scope of Work and Performance Standards for October 1, 2022 – September 30, 2023
 Exhibit B-2: Insurance Requirements for Standard Contracts Above \$100,000
 Exhibit C1: Payment Schedule and Budget for October 1, 2022 – September 30, 2023

Exhibit A1
Scope of Work and Performance Standards for
October 1, 2022 – September 30, 2023
County of Santa Clara Public Health Department
City of San José, Department of Parks, Recreation and Neighborhood Services
Viva CalleSJ

A. Introduction

This Scope of Work is to implement the City of San José's VivaCalleSJ model. The City of San José plans to increase the number of neighborhoods with improved opportunities to engage in physical activity through walking, biking, and using public transit through implementing VivaCalleSJ, also known as the "open streets" model, where City streets are closed to cars and turned into a free, accessible, neighborhood resource for physical activity. This transformative model will result in a positive environmental impact and give community residents the opportunity to recreate and explore their city in a new light by implementing system practice improvements and improved community designs. PRNS' Viva CalleSJ "open streets" model has been a successful model for utilizing existing environments in a new way to promote physical activity. Viva CalleSJ will create a change in how city streets are utilized to allow people to truly experience what a walkable and bikeable city looks and feels like. One Viva Calle event will be held annually.

B. Phases and Task Descriptions

October 1, 2022 – September 30, 2023				
Objective 2: Increase opportunities for physical activity through the implementation of two Open Streets model events (Viva CalleSJ) between June 2022 and September 2023 in the City of San José.				
Anticipated Impact and Reach: 200,000 people				
Task #4	Design Open Streets routes to connect socially, ethnically, and economically diverse neighborhoods.			
Task #4	Task Description	Timeline	Responsible Party	Key Deliverables
4.1	Identify neighborhoods that are geographically adjacent and connectable via an open streets route for each event.	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator	4.1.a Annual identification of three neighborhoods per route as described in task is completed. Included in the route for each event at least one census tract that serves CalFresh Healthy living program eligible populations.
4.2	Identify streets, communities, and open spaces near selected neighborhoods to establish the open streets route. One route will be identified per event (2022, 2023) and will include census tracks served by the CalFresh	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator	4.2.a One open streets route will be developed and finalized per event. Routes will form the basis of each open streets event.

	Healthy Living program.			
4.3	Work with Department of Transportation, San José Police Department, and Office of Cultural Affairs to secure dates.	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator	4.3.a Open streets dates for 2022 and 2023 are finalized.
4.4	Submit event and permit applications to respective city, county and state departments.	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator	4.4.a Permits are submitted and received.
Task #5	Recruit and engage businesses and community members along Viva CalleSJ routes and educate them on how they can become involved.			
Task # 5	Task Description	Timeline	Responsible Party	Key Deliverables
5.1	Develop community engagement materials to include the following: guidelines, permit information, opportunities for involvement, and best practices.	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator	5.1.a Community engagement materials, for residents and businesses, are developed per task description. 2.1.b Develop timeline for community engagement activities and shared with County of Santa Clara, Public Health Department
5.2	Conduct outreach to community members and retailers along the route to encourage participation in Viva CalleSJ.	Planning for Event 1 completed by: April 2023 Planning for Event 2 completed by: August 2023	Viva CalleSJ Program Coordinator Recreation Leaders	5.2.a Provide list of businesses and community members or groups contacted and information regarding whether or not they plan to participate in Viva CalleSJ.
5.3	Host a minimum of two trainings annually and/or informational sessions for businesses and community members	Planning for Event 1 completed by: April 2023	Viva CalleSJ Program Coordinator	5.3.a At least two trainings and informational sessions for businesses and community members along the route

	along the routes on how they can become involved.	Planning for Event 2 completed by: August 2023		have been hosted annually.
Task #6	Provide access to open streets.			
Task #6	Task Description	Timeline	Responsible Party	Key Deliverables
6.1	During the open streets event, activate activity hubs at specified locations that offer additional programming and/or community resources to participants.	Event 1 to be held: May 2023 Event 2 to be held: September 2023	Viva CalleSJ Program Coordinator Recreation Leaders	6.1.a Activity hubs activated at the events along the route for each event.
6.2	Two Viva Calle events will be held – November 2022 to September 2023. Six miles of San José city streets will be closed for walking, biking, and various forms of physical activity during each event and each event (up to four hours in length) will be held to utilize these 6 miles for physical activity.	Event 1 to be held: May 2023 Event 2 to be held: September 2023	Viva CalleSJ Program Coordinator	6.2. a. Two events are held (between November 2022 to September 2023) including at least one census tract that serves CalFresh Healthy living eligible populations. b. Final progress report update that indicates at least 50,000 people each event benefited from open streets Physical Activity model during each event. c. Earned media that was generated as a result of the event will be shared in the final progress report update. Implement COVID-19 mitigation measures when recommended by county guidance including hand sanitizing stations, signs requiring face coverings, and encouraging social distancing.

C. Reporting Requirements

For the VivaCalle initiative, contractor will prepare a progress report on their activities/progress after the first event and a final report after the second event and submit it with the final invoice to:

Jennifer Gacutan-Galang, Program Manager II
Healthy Communities Branch
County of Santa Clara, Public Health Department
Jennifer.Gacutan@phd.sccgov.org

D. Performance Standards

Performance is expected to adhere to the following standards in addition to following performance measures:

1. Quality - Deliverables and final products will be as described in the Scope of Work and will be of high quality.
2. Timeliness - Deliverables and final products will be completed as scheduled.
3. Achievement of Project Goals – Contractor will achieve goals as described in the Scope of Work.

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages or self-insurance programs:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Self-insurance Letter certifying its self-insurance program

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all self-insurance required and such self-insurance has been approved by the County. This approval of self-insurance shall neither relieve nor decrease the liability of the Contractor.

B. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed

c. Personal Injury liability

3. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

C. Special Provisions

The following provisions shall apply to this Agreement:

1. The County acknowledges that Contractor is self-insured and insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

Exhibit C1
Payment Schedule and Budget for
October 1, 2022 – September 30, 2023
County of Santa Clara Public Health Department
City of San Jose, Department of Parks, Recreation and Neighborhood Services
Viva CalleSJ

Payment will be made according to the Budget in this Exhibit C1. Contractor's invoices shall be submitted to County on a form or in a format approved by the County.

A. Tasks, Deliverables, Payment Amount

Task #	Deliverables	Payment Amount
4.1	4.1.a Annual identification of three neighborhoods per route/event as described in task is completed. Included in the route at least one census tract that serves CalFresh Healthy living eligible populations	\$45,000 paid for all deliverables from October 1, 2022 - September 30, 2023. Payment of \$22,500 for event completed May 2023. Payment of \$22,500 for event completed September 2023.
4.2	4.2.a One open streets route will be developed and finalized per event. Routes will form the basis of each open streets event.	
4.3	4.3.a Open streets dates for 2022 and 2023 are finalized.	
5.4	5.4.a Permits are submitted and received.	
5.1	5.1.a Community engagement materials, for residents and businesses, are developed per task description. 5.1.b Develop timeline for community engagement activities and shared with County of Santa Clara, Public Health Department	
5.2	5.2.a Provide list of businesses and community members or groups contacted and information regarding whether or not they plan to participate in Viva CalleSJ	
5.3	5.3.a At least two trainings and informational sessions for businesses and community members along the route have been hosted annually.	
6.1	6.1.a Activity hubs activated at the events along the route for each event	
6.2	6.2.a Two events are held (between November 2022 to September 2023) including at least one census tract that serves CalFresh Healthy living eligible populations. 6.2.b Final progress report update that indicates at least 50,000 people each event benefited from open streets Physical Activity model during each event. 6.2.c Earned media that was generated as a result of the event will be shared in the final progress report update.	

	6.2.d Implement COVID-19 mitigation measures when recommended by county guidance including hand sanitizing stations, signs requiring face coverings, and encouraging social distancing.	
Total Payment for October 1, 2022 – September 30, 2023		\$45,000

B. Budget

Position Title	Staff Name	FTE Rate	Annual Salary	Total Funded Salary	Benefit Rate	Total Funded Benefits	# of Project Years	Total Funded Salary and Benefits Annually
10/1/22 - 9/30/23								
1 Analyst I Events	Arlene Gonzalez	0.100	\$73,528.00	\$7,352.80	10.000%	\$735.28	1	\$8,088.08
2 Coordinator II Events	Justin Imamura	0.100	\$76,377.60	\$7,637.76	10.000%	\$763.78	1	\$8,401.54
3 Coordinator I Events	Alvaro Celaya	0.100	\$69,368.00	\$6,936.80	10.000%	\$693.68	1	\$7,630.48
4 Coordinator I Recreation	Victoria Lopez	0.100	\$69,368.00	\$6,936.80	10.000%	\$693.68	1	\$7,630.48
5 Leader	Leksia Torres	0.300	\$35,339.20	\$10,601.76	0.000%	\$0.00	1	\$10,601.76
		0.700		\$39,465.92		\$2,886.42		\$42,352.34

Job Description
Analyst I Supports the Recreation Superintendent and the Senior Events Coordinator in tracking and managing the budget for the San José Abierto Program and Placemaking Program. The duties for this position include, but are not limited, to the following: Tracks and manages the Viva Calle SJ Program budget, support the contract development process for vendors and partner and provide extensive use of citywide and department databases to collect, analyze and consolidate data and create reports for management staff;
Event Coordinators II - The Event Coordinator (EC II) acts as a liaison between the Viva Calle SJ event organizer, internal City Departments, and external partners. EC II is oversees Event Coordinator I and delegates tasks for Viva Calle SJ Event. EC II collaborates with Analyst to meet program budget caps. EC II relays information to EC I and Recreation Leaders regarding budgetary and contractual matters.
Event Coordinators I - The Event Coordinator (EC I) acts as a liaison between the Viva Calle SJ event organizer, internal City Departments, and external partners. Historically event organizers have included non-profit agencies, government and private agencies, members of the business community and private citizens. In addition, The EC I will produce and lead Viva Calle SJ events with direction of Event Coordinator II. EC I coordinating City Services and Permits in accordance with the City's Special Park Use permit parameters and with a variety of diverse stakeholders, including PRNS Park Maintenance staff, the San José Fire Department, San José Police Department, Environmental Services Department, Department of Transportation, Department of Public Works, and the Santa Clara County Department of Environmental Health in preparation for Viva Calle Events
Recreation Leader - Engages with the general public as a Viva Calle SJ Ambassador, setting up/breaking down equipment, coordinating with vendors on site, and canvassing/tabling.

Travel

Position/Name	Description and Justification	Mileage Rate	# of Miles	Total
N/A				

Non-Capital Equipment Supplies

Budget Item	Description and Justification	Cost Per Item	# of Items	Total
N/A				

Materials

Budget Item	Description and Justification	Cost Per Item	# of Items	# of Project Years	Total	
10/1/22-9/30/23						
1	Printing and Duplication Materials	Printing of flyers, postcards and posters to promote open streets via partners who will distribute them to SNAP-eligible clients. Average cost is .50/item.	\$0.50	5,296	1	\$2,648.00

Equipment & Other Capital Expenditures

Budget Item	Description and Justification	Cost Per Item	# of Items	Total
N/A				

Indirect Cost Rate

Indirect Cost Rate	Calculation	Total
N/A		

2023 Budget Total \$45,000.34
 County's Maximum Financial Obligation for Project \$45,000.00
 Cost Exceeding Allowable Reimbursement Amount, to be covered by Contractor \$0.34