



County of Santa Clara
Office of the County Executive
Procurement Department
150 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
CITY OF SAN JOSE
FOR HOMELESS ENCAMPMENT CLEAN-UP SERVICES**

This agreement is entered into by and between the County of Santa Clara (the “County”) and City of San Jose (“Contractor” or “Supplier”) (the “Agreement”), for Homeless Encampment Clean-Up Services.

The effective date of the Agreement is June 1, 2022. The parties, intending to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Homeless Encampment Clean-Up Services

AGREEMENT NUMBER: CW2244401

INITIAL AWARD DATE: June 1, 2022

AGREEMENT TERM: June 1, 2022 through May 31, 2024 unless terminated earlier or otherwise amended, with option by County to renew for three (3) one-year periods.

COMMODITY NAME / CODE: Hazardous Material and Waste Services, Including Emergency Response and Nuclear Wastes / 92645

AUTHORIZED USER: Roads and Airports
1505 Schallenberger Road
San Jose, CA 95131

COUNTY DEPARTMENT CONTACTS: Dawna Mencimer, Administrative Support Officer
Roads and Airports
(408) 494-1314; dawna.mencimer@rda.sccgov.org

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

OC-002213-000

SUPPLIER: City of San Jose
200 East Santa Clara Street, 9th Floor
San Jose, CA 95113

SUPPLIER CONTACT: Olympia Williams, Division Manager
(408) 535-3540; olympia.williams@sanjoseca.gov

SUPPLIER NUMBER: 1002332

PURPOSE: To establish a contract with City of San Jose for homeless encampment clean-up services.

TAX STATUS: Non-Taxable Services; Taxable Goods

PAYMENT TERMS: Net 30

TOTAL AGREEMENT VALUE: Not to exceed \$25,000; and further limited to no more than \$200,000 in services per fiscal year.

Contractor understands that the Not to Exceed amounts do not represent a commitment by County to Contractor.

COUNTY CONTRACT ADMINISTRATOR:

Jayson Mampusti, Buyer III
(408) 491-7407; jayson.mampusti@prc.sccgov.org

Chaz Miyamoto, Buyer III
(408) 491-7468; chaz.miyamoto@prc.sccgov.org

REFERENCES:

The following is incorporated and constitutes a material part of the Agreement:

Exhibit A: City of San Jose Service Agreement

Exhibit B: County Holidays

Exhibit C: Contractor Certification of Compliance with COVID-19 Vaccine Requirements

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By signing below, signatory warrants and represents that he/she executed this Agreement 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 Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

DS
TC

DocuSigned by:
Scott Zimmer 6/7/2022
E491A01701554D6
For: Director of Procurement Date

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae 6/6/2022
797E74E07E8345C
Robert Nakamae Date
Deputy County Counsel

CONTRACTOR

By: Sarah zarate

Print: Sarah Zarate

Title: Director of Administration, Policy & Intergovernmental Relations

Date: 6/3/22

ROADS & AIRPORTS DEPARTMENT
 Agreement for Services - Internal Approval Routing Form

ORIGINAL AGREEMENT Amount \$25,000 Expiration Date: December 31, 2025

REVISED AGREEMENT Amount _____ Expiration Date: _____

Reason for Revision: _____

Scope of Work: Homeless Encampment Cleanup

Funding Source(s): _____

Consultant / Independent Contractor Information:

Name: City of San Jose Phone No: 408-535-3540
 Address: 200 East Santa Clara Street, 9th Floor Fax No: _____
 City/State/Zip: San Jose CA 95113 Email: olympia.williams@sanjoseca.gov
 Contact: Olympia

Route Original Agreement for Services or Revised Agreement for Services with all Necessary Attachment(s) to the Following for Review, Approval and/or Action:

<u>Title</u>	<u>Name</u>	<u>Signature</u>	<u>Date</u>
Project Engineer	_____	_____	_____
Project Manager	_____	_____	_____
Principal Engineer	_____	_____	_____
Division Manager	_____	_____	_____
Admin. Support Officer II	<u>Donna Zintak</u>	<u>Donna Zintak</u>	_____
Management Analyst	<u>AnnaMarie Cruz</u>	<u>AnnaMarie Cruz</u>	_____
Fiscal Officer	<u>Kelly Roberts</u>	<u>Kelly Roberts</u>	<u>5/19/2022</u>
Deputy Director - Admin	<u>Tony Arata</u>	<u>Tony Arata</u>	<u>5/19/2022</u>
County Counsel	<u>John Castro</u>	<u>John Castro</u>	<u>5/18/2022</u>
Director	<u>Harry Freitas</u>	<u>Harry Freitas</u>	<u>5/19/2022</u>

List of Attachments (Check if Included)

- OBA Check List (Pages 1-7)
- Service Agreement Form (Pages 1-14)

PROJECT FEDERALLY FUNDED:	_____	YES	_____	NO	_____
If Yes, D.B.E. GOAL (%):	_____				
FUNDED SOURCE	_____				(I.E. FEMA, ISTE, HES, etc.)

Yes N/A

- | | | | |
|-------------------------------------|-------------------------------------|--------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Attachment A | Scope of Work |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Attachment _____ | Rate Schedule |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Attachment C | Invoice Requirements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Attachment _____ | Change Order (For Revisions Only) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Withholding Allowance | Certificates W-4 Federal DE4 State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | W-9 Vendor Code Form | Electronic Payment Registration |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Automatic Check Handling (ACH) | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Notification to 521 | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Appropriate Insurance | (Documents) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executive Summary Letter | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 700 CAA_x_DDC | (Administration completes CAA/DDC Form) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other | |

After the Agreement or Revised Agreement has been approved forward the Original Form along with the Attachment(s) to:

Dept. Admin. Services Manager _____ Project Manager _____ Finance _____



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	City of San Jose		
Purchase Order Number:			
Agency/Department Name:	Roads and Airports	Department Number:	0603
Brief Description of Services	Homeless Encampment Cleaning - Routine garbage, debris, biowaste, hazardous materials removal from occupied homeless encampments within County Roads and Parks land. Payment of services for labor, equipment, dump fees and City supervision, and overhead.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	25,000
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Term of Agreement

Start Date:	End Date: December 31, 2022
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	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	0603	5284000	4001	\$25,000		100729
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. 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)	City of San Jose			
Contact Person:	Olympia Williams			
Street Address*:	200 East Santa Clara Street, 9th Floor			
City*:	San Jose	State:	CA	Zip: 95113
Telephone Number*:	408-535-3540			
Email Address*:	olympia.williams@sanjoseca.gov			
SCC Vendor Number: (As Assigned in SAP)	1002332			

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

COUNTY OF SANTA CLARA

Agency/Department:	Roads and Airports			
Program Manager/Contract Monitor Name:	Ron Neal			
Street Address:	1505 Shallenberger Road			
City:	San Jose	State:	CA	Zip: 95131
Telephone Number:	408-494-2760			
Fiscal Contact: (Accounts Payable Contact)	Silba George, 101 Skyport Drive, San Jose CA, 95110-1302 (408) 573-2459			
Contract Preparer:	Harry Freitas			



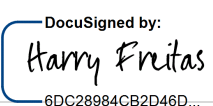



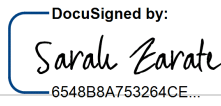
**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	 <small>6DC28984CB2D46D...</small>	Date:	5/19/2022
County Agency/Department Fiscal Officer:	 <small>5716FEE7D7FA4F5...</small>	Date:	5/19/2022
County Counsel Approval as to Form and Legality	 <small>5761D0F0554549C...</small>	Date:	5/18/2022
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	  <small>6548B8A753264CE...</small>	Date:	5/19/2022
County Authorized Representative:		Date:	
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
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Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
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Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
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Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
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Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No
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Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
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Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
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Bus. License #:		Issued by:	
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Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
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Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
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If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
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If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>
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Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:		Dept. Fiscal Officer's Signature:	
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DocuSigned by:
Kelly Roberts
5718FEE7D7FA4F5...



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

[Empty space for service description and expected outcome]

Or See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Not applicable

Or See Attachment: Incorporated by this reference.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

C. PERFORMANCE STANDARDS

Not applicable

Or See Attachment: _____ Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes
No

Schedule of Fees and Charges

Contractor rate = \$97 per person per hour

City staff blended rate = \$56.21 per person per hour

Citywide overhead at a factor of 106.33 per cost of City staff per hour

Bio-waste removal = \$225 per 45 gallon container

Non personal costs – Equipment and materials 10% of sub-total of costs

Travel time to landfill (Newby Island) = \$56.21 per hour

Dump fees = \$19.68 per ton

Or See Attachment: _____ Incorporated by this reference.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

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, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] 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 18700.3), 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 applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C 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.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

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.**



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (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.

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

Alternate Termination Language Attached as Exhibit B , incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. COUNTY DATA

(1) **Definitions:** "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information 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.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

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.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

W. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit ___. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

<input checked="" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	Insurance Exhibit Name: B-2D
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<p>Workers Compensation: Does the contractor have employees?</p> <p>If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</p>	Yes
<p>Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>	Yes
<p>Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>	Yes
<p>Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?</p> <p>If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>	Yes

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

<input type="checkbox"/>	<p>A. Federal Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>
<input type="checkbox"/>	<p>B. State Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input checked="" type="checkbox"/>	Exhibit Name (s)	Attachment C: Requirements for Consulting Invoicing

The Exhibits named above are attached and incorporated by this reference.

Attachment A

A. Services to be Provided by the City to the County

1. Routine, Periodic Cleaning and Sanitation Services

The City shall provide routine, periodic cleaning and sanitation services at designated locations mutually agreed upon from time to time by the City and the County in accordance with established City protocols, including planning and managing the services, and providing staff, subcontractor personnel, and associated equipment and materials to execute the services, and dispose of debris. The tasks associated with routine, periodic cleaning and sanitation services may include, but are not limited to the following:

- a. Outreach to organize, support, and notify unsheltered people in encampments of upcoming and scheduled routine clean up.
- b. Cleaning, sanitation, removal of trash, debris and waste.

The County shall reimburse the City for the full cost of the services based upon an itemized invoice from the City documenting all services rendered, including, but not limited to, staff used, subcontractor staff used, hours deployed, the associated equipment and materials, and fees incurred to dispose of debris to clean a particular location. Services shall be billed at the rates described (Section V.D.) Payment Schedule of this Agreement.

2. Enhanced Cleaning, Sanitation, and Containment Services

The City shall provide certain enhanced cleaning, sanitation, and containment services at designated locations mutually agreed upon from time to time by the City and the County in accordance with established City protocols, including planning and managing the services, and providing staff, subcontractor personnel, and associated equipment and materials to execute the services, and dispose of debris. The tasks associated with enhanced cleaning, sanitation, and containment services may include, but are not limited to the following:

- a. All services included in Section A.1, above, "Routine, Periodic Cleaning and Sanitation Services."
- b. Outreach to organize, support, and notify unsheltered people in encampments of an impending enhanced clean up and containment effort.
- c. Security and/or traffic control, as needed.
- d. Removal and disposal of items, trash, debris and waste, and other relevant material such that the area is generally free and clean of trash, debris and waste, and relocation and/or reductions/containment of the size of individual

unsheltered encampments occurs as needed to reduce impact on the broader community.

The County shall reimburse the City for the full cost of the services based upon an itemized invoice from the City documenting all services rendered, including, but not limited to, staff used, subcontractor staff used, hours deployed, the associated equipment and materials, and fees incurred to dispose of debris to clean a particular location. Services shall be billed at the rates described (Section V.D.) Payment Schedule of this Agreement.

3. Removal of Camp for Safety Reasons

The City may provide certain encampment removal services at designated locations mutually agreed upon from time to time by the City and the County in accordance with established City protocols, including planning and managing move of unhoused persons when the location of the camp is determined to be unsafe for the unhoused person or the general public. City will provide staff, subcontractor personnel, and associated equipment and materials to execute the removal, and disposal of debris and storage of personal belongings if necessary. The tasks associated with encampment abatement services may include, but are not limited to the following:

- a. Planning and managing the removal.
- b. Outreach to organize, support, and notify unhoused people in encampments of an impending move.
- c. Security and/or traffic control, as needed.
- d. Cleaning, removal, and disposal of items, including trash, debris and waste, and storage of personal property left behind, and other material such that the area is generally free and clean of encampments and trash, debris and waste.

The County shall reimburse the City for the full cost of the services based upon an itemized invoice from the City documenting all services rendered, including, but not limited to, staff used, subcontractor staff used, hours deployed, the associated equipment and materials, and fees incurred to dispose of debris to effectuate the relocation. Services shall be billed at the rates described (Section V.D.) Payment Schedule of this Agreement.

4. Other Services

The City and County may mutually agree that other related services may be needed that support and relate to the purpose of this Agreement (e.g. cleaning County roads and roadsides, facilities and properties of trash, debris, and waste from encampments) that were not identified and/or itemized in this Agreement. The City may provide other related services at designated locations as mutually agreed upon from time to time by the City and the County in accordance with established City protocols, including, but not limited to, a mutual amendment to this Agreement,

subject to the

The County shall reimburse the City for the cost of any related services based upon the actual cost to provide the services at the rates described (Section V.D.) Payment Schedule of this Agreement.

Exhibit B

Alternate Termination Language

Either party may terminate this Agreement by providing the other party with written notice of termination, no less than 30 days prior to the effective date of termination.

EXHIBIT B-2D

INDEMNITY AND INSURANCE
REQUIREMENTS

Indemnity

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the parties pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, the CITY and COUNTY agree that, pursuant to Government Code section 895.4, each of the parties shall fully indemnify and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work performed under the Agreement.

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 and provisions:

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 insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

EXHIBIT B-2D

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
 - d. Severability of interest

EXHIBIT B-2D

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.

5. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

C. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that the Contractor is self-insured some 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.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the coverages.

ROADS & AIRPORTS DEPARTMENT**REQUIREMENTS FOR CONSULTANT INVOICING**

These guidelines are provided to assist County personnel in establishing consistent standards for all consultant invoice review prior to approval. It is important that each contract manager thoroughly understand these requirements. It is the responsibility of the contract manager not only to properly inform consultants of the requirements, but to also take these guidelines into consideration when creating contracts or agreements for services. The term "Contract" includes any and all County agreements with outside vendors.

Each invoice should show:

- The contract / agreement number
- Total authorized amount of the contract / agreement
- Amount invoiced to date
- Balance remaining
- Contract termination date

Consultant staff time should be detailed to the extent of:

- Employee Name, Classification and Hours worked within the agreement scope or phase, with a brief description of tasks performed.
- Percentage completion estimated by phase.
- Rate schedules must be adhered to. Overtime rates or rate escalation are not allowed unless specified in the agreement.

The use of sub-consultants must be specifically authorized, and their rate schedules included in the contract agreement. Sub-consultant invoicing must follow the same guidelines as those required from the primary consultant. Copies of invoices from sub-consultants with complete backup are required.

Administrative additives, if allowed, must be defined in the contract agreement, and limited to one level of application.

The following charges are not allowable unless specifically allowed by contract:

- Computer and/or CAD Time
- Labor charges for invoice preparation
- Telephone, cellular or fax charges
- Travel reimbursement

ATTACHMENT C

ROADS & AIRPORTS DEPARTMENT

REQUIREMENTS FOR CONSULTANT INVOICING (cont.)

Expenses, if allowed, require the following backup documentation:

- Equipment Usage Log (date & type)
- Vehicle Mileage Log (dates, daily mileage, vehicle type)
- Field supplies, detail with invoices if purchased if applicable
- Telephone & Fax, supported with log detailed with dates and destination
- Overnight Mail, receipts (dates destination and recipient)
- Reproduction Charges, outside - require invoices.
- Reproduction Charges, Internal - require a log record.

The approved contract document constitutes the basis for all billings. The following invoicing requirements may or may not be relevant or all-inclusive for all contracts. Reimbursement for expense type not identified in the contract is not allowable. The consultant must abide by the classifications and rate schedule originally stated in the contract unless a change order has been issued by the granting authority.

Approved by:

Kelly Roberts, Department Fiscal Officer
September 14, 2020

EXHIBIT B

COUNTY OF SANTA CLARA HOLIDAYS

New Year's Day

January 1 (or the Friday before if the 1st is on a Saturday,
or the Monday following if the 1st is on Sunday)

Martin Luther King, Jr. Day

Third Monday of January

Presidents' Day

Third Monday of February

Cesar Chavez Day

March 31 (or the Friday before if the 31st is on a Saturday,
or the Monday following if the 31st is on Sunday)

Memorial Day

Last Monday in May

Juneteenth

June 19 (or the Friday before if the 19th is on a Saturday,
or the Monday following if the 19th is on Sunday)

Independence Day

July 4 (or the Friday before if the 4th is on a Saturday,
or the Monday following if the 4th is on Sunday)

Labor Day

First Monday in September

Indigenous Peoples' Day

Second Monday of October

Veterans Day

November 11 (or the Friday before if the 11th is on a Saturday,
or the Monday following if the 11th is on Sunday)

Thanksgiving Day

Fourth Thursday of November

Day After Thanksgiving

Friday after Thanksgiving Day

Christmas Day

December 25 (or the Friday before if the 25th is on a Saturday,
or the Monday following if the 25th is on Sunday)

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective April 1, 2022)**

Contractor Information:

Contractor name: City of San Jose	Name of Contractor representative: Sarah Zarate
Contractor phone number: 408-535-8100	Contractor email address: sarah.zarate@sanjoseca.gov

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor’s employees working at County facilities, including but not limited to the requirements in the County’s memorandum regarding COVID-19 Vaccine Requirement for County Personnel (“County Vaccine Policy”), the County’s memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor’s workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County’s Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County’s vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
 4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor’s compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

<p>Sarah Zarate</p> <hr/> <p>Name of authorized representative of Contractor</p> <p><i>Sarah zarate</i></p> <hr/> <p>Signature</p>	<p>Director of Administration, Policy & Intergovernmental Relations</p> <hr/> <p>Title</p> <p>6/3/22</p> <hr/> <p>Date</p>
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² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.