

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF SANTA CLARA**

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and the City of Santa Clara (CONTRACTOR) for the provision of the Senior Nutrition Program – Congregate Meals.

This Contract is amended as follows:

Effective July 1, 2025, the parties agree to comply with the provisions contained in the following exhibits and article, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-1: Program Plan & Provisions, which is attached hereto and incorporated by this reference.
3. Add Exhibit C-1: Budget, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit D-1: Logic Model, which is attached hereto and incorporated by this reference.
5. **Article I, 4. GOVERNING LAW, VENUE** is revised to read:

4. GOVERNING LAW, VENUE

This agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County and waive all venue objections.

6. **Article IV, 5. CONTRACTING PRINCIPLES** is revised to read:

5. 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.

7. **Article IV, 14. LEVINE ACT COMPLIANCE** is revised to read:

14. LEVINE ACT COMPLIANCE

CONTRACTOR will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in CONTRACTOR's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a

covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. CONTRACTOR agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and CONTRACTOR shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, CONTRACTOR shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and CONTRACTOR must submit all such forms to the County as a prerequisite to execution of the Agreement.

8. Add **Article IV, 15. ACCESSIBILITY OF WEB CONTENT AND MOBILE APPLICATIONS INTENDED FOR PUBLIC USE:**

15. ACCESSIBILITY OF WEB CONTENT AND MOBILE APPLICATIONS INTENDED FOR PUBLIC USE

Any web content and/or mobile application created, modified, or published by the Contractor pursuant to this Agreement for public use shall comply with the Level A and Level AA or higher-level success criteria and conformance requirements specified in the 2018 or a later-published version of the Web Content Accessibility Guidelines 2.1, available at <https://www.w3.org/TR/2018/REC-WCAG21-20180605/>.

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

Greta Hansen, Chief Operating Officer
Social Services Agency
Date: _____

Office of City Manager
City of Santa Clara
Date: _____

ATTEST

Daniel Little, Director
Social Services Agency
Date: _____

Assistant City Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY

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Deputy County Counsel

Date: _____

Office of the City Attorney

Date: _____