

**FIRST AMENDMENT TO
GRANT AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND
AMIGOS DE GUADALUPE CENTER FOR JUSTICE AND EMPOWERMENT**

The Grant Agreement ("Agreement" or "Grant Agreement") entered into effective June 27, 2023, by and between the County of Santa Clara ("County") and Amigos de Guadalupe Center for Justice and Empowerment ("Grantee" or "Contractor," and together with the County, the "Parties") for the purpose of supporting migrants in Santa Clara County who entered the United States after the end of "Title 42" on May 11, 2023, and who are in need of temporary emergency shelter and related services, is hereby amended as set forth below effective January 23, 2024 ("First Amendment").

BACKGROUND

The purpose of this First Amendment is to increase the maximum financial obligation and to revise and add standard provisions.

AGREEMENT

1. Section III ("Maximum Financial Obligation") is amended to read as follows:

The Parties agree that the maximum amount payable by County to Grantee under this Grant Agreement shall not exceed \$510,000.00.

2. Paragraph VI.C ("Conflicts of Interest") is amended to insert the following text at the end of the existing paragraph:

If applicable, Grantee and its agents shall comply with California 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 a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

3. Paragraph VII.D ("Survival") is amended to read as follows:

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; (4) relating to Contractor's obligations upon termination or expiration of this Agreement; and (5) All audit rights and records maintenance

and retention obligations, requirements to return funds in the event of misuse, and governing law, venue, and waiver provisions.

4. Exhibit A (Scope of Work), Paragraph IV.A is amended to read as follows:

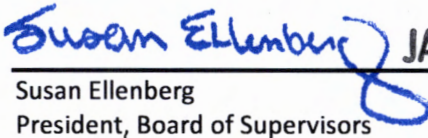
The total amount paid to Grantee under this Agreement shall not exceed \$510,000.00.

5. Exhibit B-2 of the Agreement, which lists a revision date of 9/2016, is replaced in its entirety with Exhibit B-2 hereto, which lists a revision date of 9/2023.
6. Except as set forth the herein, all other terms and conditions of the Grant Agreement as amended by this First Amendment shall remain in full force and effect; provided, however in the event of any conflict between the terms of the Grant Agreement and this First Amendment, the terms of this First Amendment shall control.
7. The Grant Agreement as amended by this First Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements representations, and understandings between the parties concerning such subject matter.
8. This First Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

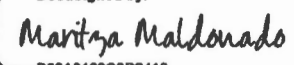
INTENDING TO BE BOUND HEREBY, the Parties have caused their authorized representatives to execute this First Amendment as set forth below:

COUNTY OF SANTA CLARA

GRANTEE

 **JAN 23 2024**
 Susan Ellenberg
 President, Board of Supervisors

Date

DocuSigned by:
 **1/22/2024**
 B80A8103C3D2410
 Maritza Maldonado
 Executive Director
 Amigos de Guadalupe

Date

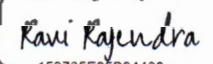
Signed and certified that a copy of this document
 has been delivered by electronic or other means
 to the President, Board of Supervisors

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

 **JAN 23 2024**
 Curtis Boone
 Acting Clerk of the Board of Supervisors

Date

DocuSigned by:
 **1/22/2024**
 159735F05B04400
 Ravi Rajendra
 Deputy County Counsel

Date

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless 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 and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. 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
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. 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.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

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 aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. 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 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.

EXHIBIT B-2 (revised)

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 aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.