



County of Santa Clara
Office of the County Executive
Procurement Department
130 W. Tasman Dr., 1st Floor
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**SECOND AMENDMENT TO AGREEMENT 5500003237
BY AND BETWEEN THE COUNTY OF SANTA CLARA AND
AND CARAVEL TRANSPORT INC.**

This is the Second Amendment to the Agreement between the County of Santa Clara, a political subdivision of the State of California, ("County") and Caravel Transport Inc., a California corporation, ("Contractor") effective August 15, 2022, to provide deceased body pick-up and transportation services for the County (the "Agreement").

The Agreement is hereby amended as follows, effective as of the date this Second Amendment is fully executed as set forth below.

1. KEY PROVISIONS

1.1 TOTAL AGREEMENT VALUE, is revised to read as follows:

"The not-to-exceed amount for this Agreement is \$1,750,000, which represents an increase of \$1,050,000 from the prior not-to-exceed amount of \$700,000."

2. Exhibit B, County of Santa Clara Standard Terms and Conditions:

2.1. Section 70, Levine Act Compliance, is hereby added to Exhibit B, County of Santa Clara Standard Terms and Conditions, and shall read as follows:

"70. LEVINE ACT COMPLIANCE

Contractor will comply and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") 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. 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 <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

same. If this Agreement 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."

2.2. Section 69, COVID-19 Requirements, of Exhibit B, County of Santa Clara Standard Terms and Conditions, is revised to read as follows:

"69. COVID-19 REQUIREMENTS

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and, incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section."

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.

Prepared and administered by: Sujata Rao at 408.491.7486 or sujata.rao@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

CONTRACTOR

Susan Ellenberg, President Date
Board of Supervisors

By: _____
DocuSigned by:
SHAWN CARMICHAEL
8AF0F38C8A654EE...

Print: _____
SHAWN CARMICHAEL

Title: _____
Chief Executive Officer

Date: _____
4/26/2024

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

Attest:

Curtis Boone Date
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Sara J. Ponzio 4/26/2024
Sara Ponzio Date
Deputy County Counsel