

Purchase Order # 230739



Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Stream Fine Consulting (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on June 16, 2022 and the parties agree to amend that Agreement as follows.

**1. Services:** (Check and complete ONE of the options below).

CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

**2. Terms:** (Check and complete ONE of the options below).

The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.

The contract term is unchanged.

**3. Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an  increase of  decrease of \$ \_\_\_\_\_ for \_\_\_\_\_  
*type of service*

The contract amount is amended by an  increase of  decrease of \$ 50,000.00 to original contract amount.

The amended contract  amount  rate is now \$ 72,000.00

**4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**5. Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

**6. Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

<b>Mt. Diablo USD</b>	<b>Mt. Diablo USD</b>	<b>Contractor</b>	<b>Board Approval (if needed)</b>
By: _____ <i>Budget Administrator/Principal</i>	By: _____ <i>Superintendent or Designee</i>	By: _____	Docket Number: _____ <i>Agenda Item Number</i>
Date: _____	Date: _____	Date: <u>09/16/20</u>	Date: _____



MT. DIABLO UNIFIED SCHOOL DISTRICT  
 PURCHASING / WAREHOUSE DEPARTMENT  
 2326 BISSO LANE  
 CONCORD, CALIFORNIA 94520  
 FAX: (925) 687-5044 (925) 825-7440

DATE 07/22/22

PURCHASE ORDER NO.  
**230739**

VENDOR: ANTHONY CHAPMAN  
 STREAMFINE CONSULTING  
 1380 EAST AVE SUITE 124-199  
 CHICO, CA 95926

DELIVER TO: MT DIABLO UNIFIED SCHOOL DISTRICT  
 TECHNOLOGY & INFO SERVICES DEPT  
 1936 CARLOTTA DR.  
 CONCORD, CA 94519

Req. # R129103	Vendor # 064053	Ship Via DESTINATIO	Department / Site S010018	Requisitioner MARTIN, JENNIFER
Confirming <input type="checkbox"/> yes <input type="checkbox"/> no	Buyer LAURA WARNER	Extension #	Terms of Payment NET 30	Date Required 07/01/22

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
01	6	EACH	<p><b>**SIGNED AGREEMENT ATTACHED**</b></p> <p>ON-CALL APPLICATION SUPPORT AND TROUBLESHOOTING (RESPONSE WITHIN 4 HOURS, DURING NORMAL BUSINESS HOURS) 10% RATE DISCOUNT IS APPLIED TO ANY AND ALL WORK PERFORMED FOR THE CLIENT.</p> <p>TERMS OF AGREEMENT 7/1/22 - 12/30/22            RATES:            REMOTE WORK: \$135/HR (4 HOUR MINIMUM)            AFTER HOURS/URGENT: \$175/HR            ON-SITE WORK:            - OPTION A: \$155/HR (+TRAVEL EXPENSES) OR            - OPTION B: \$225/HR (ALL EXPENSES INCLUDED, 30 HR MINIMUM)</p> <p>PREFERRED CLIENT AGREEMENT BASE FEE: \$1700 PER MONTH (BASED ON ~3200 EMPLOYEES)</p>	1,700.00	10,200.00
02	1	LOT	<p>OPEN AMOUNT FOR MONTHLY SERVICE NEEDS</p> <p>EFFECTIVE: JULY 1, 2022 - DECEMBER 20, 2022</p> <p>***continued***</p>	11,800.00	11,800.00
				TOTAL	

ACCOUNT NO.	AMOUNT

APPROVAL:

Superintendent

Date

SEND INVOICE TO: MT. DIABLO UNIFIED SCHOOL DISTRICT  
 FISCAL SERVICE DEPARTMENT  
 1936 CARLOTTA DRIVE  
 CONCORD, CALIFORNIA 94519

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.



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 PURCHASING / WAREHOUSE DEPARTMENT  
 2326 BISSO LANE  
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 1380 EAST AVE SUITE 124-199  
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Confirming <input type="checkbox"/> yes <input type="checkbox"/> no	Buyer LAURA WARNER	Extension #	Terms of Payment NET 30	Date Required 07/01/22

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			AMOUNT NOT TO EXCEED \$11,800.00		
				Tax	0.00
				TOTAL	22,000.00

ACCOUNT NO.	AMOUNT
518503354 5800	22,000.00

APPROVAL:

Superintendent

Date

**SEND INVOICE TO:** MT. DIABLO UNIFIED SCHOOL DISTRICT  
 FISCAL SERVICE DEPARTMENT  
 1936 CARLOTTA DRIVE  
 CONCORD, CALIFORNIA 94519

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## TERMS AND CONDITIONS

1. NO SUBSTITUTIONS accepted without approval of the Buyer.
2. Prices must be F.O.B. destination. DO NOT SHIP COLLECT.
3. Mt. Diablo Unified School District (MDUSD) is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32. IRS Code. Federal Tax ID #68-0091157. Items are for the exclusive use of MDUSD and not for resale.
4. MAIL invoices in duplicate to: Fiscal Services Department, Accounts Payable, 1936 Carlotta Drive, Concord CA 94519. The purchase order number must appear on all packages, invoices and correspondence.
5. The seller assumes all risks in connection with the merchandise ordered until delivery to MDUSD as specified and accepted by MDUSD.
6. Merchandise is subject to inspection and test by MDUSD at the place of destination. If any merchandise is found at any time to be defective or nonconforming, MDUSD, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at seller's expense and to receive full credit for it, or to require its replacement without additional cost to MDUSD.
7. Provider shall defend, indemnify, and hold harmless MDUSD, its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence of MDUSD.
8. MDUSD may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, MDUSD may proceed with the work in any manner deemed proper by MDUSD. The cost to MDUSD shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
9. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations. A MSDS is required on items designated by OSHA as hazardous materials
10. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.
11. Every publisher or manufacturer of instructional materials shall comply with Education Code Sections 60060 ET Seq.
12. Items furnished must comply with all applicable laws, regulations and requirements of responsible governmental agencies pertaining to their use in schools.

### Additional Terms for Service Contracts

1. Services by Provider: Provider shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.
2. Independent Parties: Provider and its employees are independent contractors and not employees of MDUSD. Provider is responsible for any required payments on behalf of its insurance or other benefits.
3. Permits & License Compliance: Provider shall maintain all appropriate permits, licenses and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
4. Termination: If provider fails to perform at the time and in the manner required by this contract, MDUSD may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
5. Reports: Every document prepared under this contract is the exclusive property of MDUSD. No information prepared under this contract may be made available to any individual or organization without MDUSD's prior approval.
6. Hold Harmless: Provider shall indemnify and hold harmless MDUSD, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except where caused by the negligence of MDUSD.
7. Insurance: Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits per Occurrence	Scope-as Broad
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$1,000,000.00	As ISO-CA001
Worker's Comp/Employers Liability	\$1,000,000.00	As req. by CA

The General Liability and Auto Liability policies are to contain or be endorsed to name MDUSD, its officers, officials, employees, and volunteers as additional insureds respects liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish MDUSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MDUSD before work commences:

8. Miscellaneous Provisions:
  - a. Waiver - MDUSD's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
  - b. Cost of Litigation - If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and costs of arbitration or litigation.
  - c. Entire Contract - This is the entire contract. Any modification must be in writing and signed by all parties.

### Special Instructions to Vendor

1. MDUSD will not be responsible for payment of invoice if vendor ships this order to any address other than the "Ship To" address at the right unless the "Ship To" is changed by an official "Purchase Order Change Notice" document issued by the Purchasing Department.
2. Packing slip must accompany each delivery showing purchase order number, catalog number, serial number, description, and MDUSD stock number if applicable.
3. No changes without written authorization from the Purchasing Department.
4. Vendor shall include all applicable warranties.