

**FIRST AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT**

REVISED SUMMARY PAGE

This FIRST AMENDMENT TO GRANT AGREEMENT is entered into this 26th day of January, 2022, by the **CITY OF SAN JOSE**, a municipal corporation ("CITY"), and **GOODWILL OF SILICON VALLEY**, a California public benefit nonprofit corporation ("GRANTEE").

Department: Office of Economic Development – work2future Division Contract No.: Original

WebGrants ID: _____ Contract No.: _____

Grantee: Goodwill of Silicon Valley

Project: Prison to Employment

Description: GRANTEE shall provide basic career services, mental health services, case management, pre-apprenticeship training, supportive services and applied learning in a workplace setting to justice-involved participants to assist them to gain the necessary skills to lead to employment.

Funding Source: Prison to Employment (P2E) Initiative Grant

Amount Added by this Amendment: \$226,650.50

Total Grant Award Not to Exceed: \$464,650.50

Payment Terms: See Revised Exhibit C

Amended Agreement Term: Start Date: Upon Execution End Date: March 31, 2022

Agreement Term: Start Date: February 5, 2020 End Date: September 30, 2021

| PARTIES TO AGREEMENT: | | GRANTEE | CITY |
|-----------------------|----------------------------|------------------|------|
| Name: | Goodwill of Silicon Valley | CITY OF SAN JOSE | |

| | | |
|--|---|--|
| Address for Legal Notice: | 1080 N 7 th St. San José, CA 95112 | Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95126 |
| Attention: | Trish Dorsey Vice President Mission Services | Monique Melchor Director |
| Email Address: | trishd@goodwillsv.org | monique.melchor@sanjoseca.gov |
| Telephone No.: | 408-869-9230 | 408-794-1108 |
| Contact Person: Title: Telephone No: Email: | Pablo Gaxiola Director of Re-Entry Services 408-595-9774 pablog@goodwillsv.org | Colleen Brennan Contracts Manager 408-794-1139 colleen.brennan@sanjoseca.gov |
| Federal Taxpayer ID: | 941212132 | |
| City Business License/ Tax No.: | 547821210 | |
| Type of Entity: | a California public benefit nonprofit corporation | |
| State of Incorporation or Residency: | CA | |

CONTACT INFORMATION

| | |
|-------------------------|-------------------------------|
| GRANTEE Contact Person: | Pablo Gaxiola |
| Title: | Director of Re-Entry Services |
| Telephone No: | 408-595-9774 |
| Email: | pablog@goodwillsv.org |

| | |
|----------------------|-------------------------------|
| CITY Contact Person: | Colleen Brennan |
| Title: | Contracts Manager |
| Telephone No: | 408-794-1139 |
| Email: | Colleen.brennan@sanjoseca.gov |

REVISED EXHIBIT LIST & SIGNATURE PAGE

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit A: Scope of Services and Units of Service |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit B: Budget Summary |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit C: Payments to GRANTEE and Reporting Schedule |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit D: Monitoring, Evaluation, and Reporting Requirements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit E: General Service Requirements (Special Grant Conditions) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act* |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit G: Insurance |

* applicable if GRANTEE employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

The Exhibits and Certifications marked above are attached hereto and incorporated herein. I certify that I have read and hereby agree to comply with all the terms and provisions contained in this FIRST AMENDMENT, including without limitation, all Exhibits and Certifications.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

Michael Fox

Email: michael@goodwillsv.org

City Attorney's Signature Block:



Approved as to Form:

Attorney
Arlene Silva

Arlene Silva

Email: arlene.silva@sanjoseca.gov

Sarah Zarate

nature Tag:

Email: sarah.zarate@sanjoseca.gov

**FIRST AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT**

This FIRST AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“FIRST AMENDMENT”) is made by and between the CITY OF SAN JOSE, a municipal corporation (“CITY”), and GOODWILL OF SILICON VALLEY, a California public benefit nonprofit corporation (“GRANTEE”). For the purposes of this FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on February 20, 2020, CITY and GRANTEE entered into that certain agreement titled “City of San José Grant Agreement” for a grant of \$238,000 in Prison to Employment (“P2E”) Initiative Grant Funds to support GRANTEE’s Prison to Employment project for a term from February 5, 2020 through September 30, 2021 (“AGREEMENT”);

WHEREAS, pursuant to Section 15 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to extend the term, increase the compensation amount, and revise the Scope of Services, Budget Summary, and Payments to Grantee and Reporting Schedule;

NOW, THEREFORE, the parties agree to amend the original AGREEMENT as follows:

SECTION 1. SUMMARY PAGE is amended to read as shown in REVISED SUMMARY PAGE, attached and incorporated into this FIRST AMENDMENT.

SECTION 3. EXHIBIT A, “SCOPE OF SERVICES,” is hereby replaced in its entirety with REVISED EXHIBIT A attached hereto.

SECTION 4. EXHIBIT B, “BUDGET SUMMARY,” is hereby replaced in its entirety with REVISED EXHIBIT B attached hereto.

SECTION 5. EXHIBIT C, “PAYMENTS TO GRANTEE AND REPORTING SCHEDULE,” is hereby replaced in its entirety with REVISED EXHIBIT C attached hereto.

SECTION 6. Reaffirmation: In the event of an inconsistency between this FIRST AMENDMENT and the AGREEMENT, the terms and conditions of this FIRST AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AGREEMENT not changed, amended, or modified by this FIRST AMENDMENT shall remain in full force and effect.

SECTION 7. Counterparts. This FIRST AMENDMENT may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SECTION 8. Use of electronic signatures: Unless otherwise prohibited by law or CITY 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 writing as set forth in

NVF:AFS:CLS
7/15/2021

Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

REVISED EXHIBIT A
SCOPE OF SERVICES

GRANTEE will provide the services as described in this EXHIBIT.

A. Period of Service

The Grant Services will commence on February 5, 2020 and continue through March 31, 2022.

B. Location of Services

The Grant services will be provided at: Goodwill of Silicon Valley 1080 N 7th St., San Jose, CA 95112.

C. Number of Participants

GRANTEE shall serve a total of 270 participants.

D. Description of Services

Participants will receive the following services.

- Basic Career Services: Basic resume writing, job search and interviewing skills, computer workshops, online applications, communication and conflict resolution soft skills in diverse workplaces.
- Mental Health Services, using the Cognitive Behavioral Therapy model used and facilitated by program staff, and is the curriculum used to help address criminogenic factors, as they relate to job retention and life skills.

GRANTEE shall provide Pre-Apprenticeship Training to a total of One Hundred Thirty Five (135) participants in seven (7) cohorts of up to twenty (20) participants each. These participants will receive the above services, including:

- Case Management Services: Participants will meet with his/her case manager during the length of the program to assess their aptitude, attitude, aspirations and barriers to be addressed for successful completion, placement and retention, including placement in the Local Union Apprenticeship Program.
- Direct Services: The Prison to Employment “Direct Services” grant provides funding for opportunities that offer access to immediate income for justice-involved individuals. GRANTEE shall provide Pre-Apprenticeship Training. This training provides a foundation in the construction career pathways industry. Participants will engage in an instructional program that integrates academic and technical preparation and focuses on career awareness, career exploration, and skill preparation. The knowledge and skills are acquired in a sequential, standards-based pathway program that integrates hands-on, project-based, and work-based instruction.

1. The Prison to Employment “Supportive Services and Earn and Learn” grant provides funding for opportunities that offer access to immediate income for justice-involved participants. As the “Supportive Services and Earn and Learn” grantee, GRANTEE shall provide the following components to the Pre-Apprenticeship Training program.
 - a. “Supportive services” are defined in Section 14040(e) of the Unemployment Insurance Code as services that are necessary to enable an individual to successfully participate in, or receive, workforce, education, and other related services authorized under Section 1234.4(c) of the Penal Code, Section 14035 of the Unemployment Insurance Code, as well as the federal Workforce Innovation and Opportunity Act and its corresponding regulations. The term “supportive services” includes services such as transportation, child care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities that lead to employment.
 - b. “Earn and learn” includes, but is not limited to, a program that does either of the following:
 - Combines applied learning in a workplace setting with compensation allowing workers or participants to gain work experience and secure a wage as they develop skills and competencies directly relevant to the occupation or career for which they are preparing.
 - Brings together classroom instruction with on-the-job training to combine both formal instruction and actual paid work experience.

E. Performance Outcomes and Operating Plan

1. GRANTEE shall comply with the following Performance Operating Plan and its corresponding program goals and outcomes.
2. GRANTEE shall ensure that participants complete Customer Satisfaction Surveys provided by City’s Project Coordinator.

| IDS | Q1 | Q2 | Q3 | Q4 | Q5 | Q6 | Q7 | Q8 | Q9 | Q10 | Q11 | Total |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|----------------|-------|
| | Jul - Sep 2019 | Oct - Dec 2019 | Jan - Mar 2020 | Apr - Jun 2020 | Jul - Sep 2020 | Oct - Dec 2020 | Jan - Mar 2021 | Apr - June 2021 | Jul - Sep 2021 | Oct - Dec 2021 | Jan - Mar 2022 | |
| 1. Participants to be Served | 0 | 0 | 40 | 40 | 40 | 40 | 40 | 36 | 16 | 16 | 0 | 270 |
| 2. Enrollment in Training/Earn & Learn | 0 | 0 | 20 | 0 | 20 | 0 | 27 | 36 | 16 | 16 | 0 | 135 |
| 3. Completion of Training | 0 | 0 | 0 | 20 | 0 | 20 | 0 | 32 | 16 | 16 | 0 | 120 |
| 4. Attained Industry-Valued Certificate, Credential or Degree | 0 | 0 | 0 | 20 | 0 | 20 | 16 | 32 | 16 | 16 | 0 | 120 |
| 5. Placement in Postsecondary Education | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placement in State-Approved Apprenticeship | 0 | 0 | 0 | 0 | 20 | 20 | 20 | 20 | 20 | 20 | 0 | 120 |
| 7. Placement in Industry Sector Employment | | | | | | | | | | | | 0 |
| Industry Type: Construction | 0 | 0 | 0 | 0 | 15 | 15 | 15 | 15 | 15 | 15 | 0 | 90 |
| Industry Type: Other Demand Occupations | 0 | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 20 | 0 | 0 | 70 |
| 8. Placement in Temporary/Other Employment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Retention in Employment | 0 | | 0 | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 10 | 60 |

| SSEL | Q1 | Q2 | Q3 | Q4 | Q5 | Q6 | Q7 | Q8 | Q9 | Q10 | Q11 | Total |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|----------------|----------------|-------|
| | Jul - Sep 2019 | Oct - Dec 2019 | Jan - Mar 2020 | Apr - Jun 2020 | Jul - Sep 2020 | Oct - Dec 2020 | Jan - Mar 2021 | Apr - June 2021 | Jul - Sep 2021 | Oct - Dec 2021 | Jan - Mar 2022 | |
| 1. Participants to be Served | 0 | 0 | 40 | 40 | 40 | 40 | 40 | 36 | 16 | 16 | 0 | 270 |
| 2. Enrollment in Training/Earn & Learn | 0 | 0 | 20 | 0 | 20 | 0 | 27 | 36 | 16 | 16 | 0 | 135 |
| 3. Completion of Training | 0 | 0 | 0 | 20 | 0 | 20 | 0 | 32 | 16 | 16 | 0 | 120 |
| 4. Attained Industry-Valued Certificate, Credential or Degree | 0 | 0 | 0 | 20 | 0 | 20 | 16 | 32 | 16 | 16 | 0 | 120 |
| 5. Placement in Postsecondary Education | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Placement in State-Approved Apprenticeship | 0 | 0 | 0 | 0 | 20 | 20 | 20 | 20 | 20 | 20 | 0 | 120 |
| 7. Placement in Industry Sector Employment | | | | | | | | | | | | 0 |
| Industry Type: Construction | 0 | 0 | 0 | 0 | 15 | 15 | 15 | 15 | 15 | 15 | 0 | 90 |
| Industry Type: Other Demand Occupations | 0 | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 20 | 0 | 0 | 70 |
| 8. Placement in Temporary/Other Employment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9. Retention in Employment | 0 | | 0 | 0 | 0 | 10 | 10 | 10 | 10 | 10 | 10 | 60 |

F. Reporting

- GRANTEE is responsible for meeting State-mandated data collection requirements for participant-level data, including applications, activity records, and service case notes. Records will be entered into CalJOBS. Case Notes will be entered on a weekly-basis.
- GRANTEE will maintain the original eligibility paper file for each participant.
- GRANTEE is expected to maintain complete fiscal and accounting records including, but not limited to, backup documentation of all contract expenditures and demonstration of acceptable accounting methods to allocate costs.
- All records relating to this program are subject to review and monitoring by CITY and the State of California and shall be made available upon request.
- Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report.

GRANTEE shall submit a report to CITY Program Coordinator accompanying each invoice that will include:

1. Number of participants enrolled in the training program described in Section E- Performance Outcomes above.
2. Number of participants who completed the training program described in Section E - Performance Outcomes above.

GRANTEE shall submit a final narrative report to CITY Program Coordinator within 30 days after the end of the final cohort that will include:

1. Total number of participants enrolled in the training program described in Section E - Performance Outcomes above.
2. Total number of participants who completed the training program described in Section E Performance Outcomes above.
3. Compiled results from surveys described in Section E above.

G. CITY's Project Coordinator

The CITY's Project Coordinator for this AGREEMENT is:

Sangeeta Durrall
CITY Administration & Business Services
5730 Chambertin Drive
San José, CA 95118
(408) 314-9444

REVISED EXHIBIT B
BUDGET SUMMARY

| | | | |
|---|-----|---|--------------|
| EXHIBIT B | | | |
| BUDGET SUMMARY | | | |
| PROJECT SOURCE OF FUNDS | | | |
| List ALL funding sources for project | | | |
| Funding Source: Program Agency | | Use of Funds | Amount (\$) |
| City of San Jose Funding | N/A | | |
| Total | | | |
| All Other Grant Funds (Minimum 20%) | | | |
| California State Prison to Employment Initiative (P2E) | | Direct Services (IDS) Serving 135 participants @ \$1,562.50 per participant cost | \$210,937.50 |
| California State Prison to Employment Initiative (P2E) | | Supportive Services and Earn and Learn (SSEL) Participants will receive a portion of the wages @ \$60.00 per day. Serving 135 participants @ \$1,412.50 per participant cost upon execution to 03/31/2022. | \$190,687.50 |
| | | Additional Supportive Services | 63,025.50 |
| Funding Total | | | \$464,650.50 |

Budget Modification.

If GRANTEE requests, in writing, a change in the Budget Summary, the CITY's DIRECTOR or his or her designee, may authorize, in writing, adjustments of the dollar amount to cost categories or any line item, so long as the total amount of compensation under this AGREEMENT remains unchanged. A written request for a budget modification will not be required as long as GRANTEE is within a maximum of 10% of the line item. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

REVISED EXHIBIT C
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this AGREEMENT. GRANTEE shall submit an invoice to CITY's Project Coordinator on or before the Invoice Date. Invoices will be accompanied by Progress Reports.

- Invoice for 50% of the payment of the original contract amount of \$238,000 will be submitted 7 business days from the start of the Training Program.
 - Required Documentation: Attendance Sheet.
- Invoice for 40% of the payment of the original contract amount of \$238,000 will be submitted at upon completion of the second cohort referenced in REVISED EXHIBIT A Section (D) (iii).
 - Required Documentation: Progress Reports reflecting the payment period.
- Invoice for FINAL 10% payment of the original contract amount of \$238,000 will be submitted upon completion of the third cohort referenced in REVISED EXHIBIT A Section (D) (iii).
 - Required Documentation: Certificate of Completion and Placement Verification.
- Invoice for 50% of the \$226,650.50 added in this FIRST AMENDMENT will be submitted 7 business days from the execution of this FIRST AMENDMENT.
 - Required Documentation: Attendance Sheet.
- Invoice for 40% of the \$226,650.50 added in this FIRST AMENDMENT will be submitted at the completion of the fifth cohort referenced in REVISED EXHIBIT A Section (D) (iii).
 - Required Documentation: Progress Reports reflecting the payment period.
- Invoice for FINAL 10% payment of the \$226,650.50 added in this FIRST AMENDMENT will be submitted upon completion of the Training Program and Placement.
 - Required Documentation: Certificate of Completion and Placement Verification.