

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

SUMMARY PAGE

This FIRST AMENDMENT TO GRANT AGREEMENT is entered into this 6th day of July, 2022, by the **CITY OF SAN JOSE**, a municipal corporation ("CITY") and **THE SAN JOSE PUBLIC LIBRARY FOUNDATION**, a California non-profit corporation ("GRANTEE").

Department: Library Contract No.: 667123-001
Original
WebGrants ID: _____ Contract No. 667123-000

Grantee: San Jose Public Library Foundation

Project: Learning Resilience Corps

Description: The Learning Resilience Corps pathway provides Corps Members with a paid work experience opportunity in expanded learning positions at partner agencies that support PARTICIPANTS' educational attainment. After placement, the chosen and qualified Agency will train and support the Corps Associates according to their established model and best practices. The CaliforniaForAll Youth Workforce Development initiative will continue and expand the Resilience Corps Program.

Funding Source: Coronavirus State and Local Fiscal Recovery Funds under American Rescue Plan Act (ARPA) Fund 402, Appn 221L and General Fund 001 Appn 221L CaliforniaForAll

Amount Added by this Amendment \$405,626.25

Total Grant Award Not to Exceed: \$1,681,331.25

Payment Terms: See Exhibit D.

Original Agreement Term:	Start Date:	<u>07/01/2021</u>	End Date:	<u>06/30/2022</u>
Amended Agreement Term:	Start Date:	<u>07/01/2021</u>	End Date:	<u>12/31/2022</u>

PARTIES TO AGREEMENT:

PARTIES TO AGREEMENT:		GRANTEE	CITY OF SAN JOSE
Name:	SAN JOSE PUBLIC LIBRARY FOUNDATION	LIBRARY DEPARTMENT	
Address for Legal Notice:	P.O. Box 611540 San Jose, CA 95161-1540	150 East San Fernando Street San Jose, CA 95112	
Attention:	Dawn Coppin, Executive Director	Jill Bourne, City Librarian	
Email Address:	dawn.coppin@sjplf.org	jill.bourne@sjlibrary.org	
Telephone No.:	(408)808-2174	(408)808-2150	
Federal Taxpayer ID:	77-0142379		
City Business License/ Tax No.:	8191441210		
Type of Entity:	501(c) 3 – public benefit corporation.		
State of Incorporation or Residency:	California		

CONTACT INFORMATION

GRANTEE CONTACT PERSON:	Dawn Coppin
Title:	Executive Director, SJPL Foundation
Telephone Number:	408-808-2174
Email:	dawn.coppin@sjplf.org

CITY CONTACT PERSON:	Lauren Hancock
Title:	Community Programs Administrator
Telephone Number:	408-808-2049
Email:	lauren.hancock@sjlibrary.org

REVISED EXHIBIT LIST:

YES N/A

- Revised Exhibit A: Scope of Services
- Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
- Revised Exhibit C: Budget Summary
- Revised Exhibit D: Payments to GRANTEE and Reporting Schedule
- Revised Exhibit E: General GRANT Provisions
- Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
- Revised Exhibit G: Insurance
- Exhibit H: Retroactive Services

- *applicable if GRANTEE employees or volunteers perform services in a position i.e. 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 consent to all the terms and provisions contained in the attached FIRST AMENDMENT, including without limitation, all exhibits.

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



Approved as to Form:

Attorney
Erin O'Neill

Erin O'Neill

Email: erin.oneill@sanjoseca.gov

Date 07/06/2022 GMT-07:00

“CITY”

CITY OF SAN JOSE, a municipal corporation

By *Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov
Date: 07/06/2022 GMT

Sarah Zarate
Director, Office of the City Manager

Date 07/06/2022 GMT-07:00

“GRANTEE”

SAN JOSE PUBLIC LIBRARY FOUNDATION, a
California non-profit 501(c)(3) corporation

By *Dawn Coppin*

Email: dawn.coppin@sjplf.org

Name: Dawn Coppin
Title: Executive Director

Date 07/05/2022 GMT-07:00



FIRST AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT

This FIRST AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“FIRST AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a municipal corporation of the State of California (“CITY”), **THE SAN JOSE PUBLIC LIBRARY FOUNDATION**, a California non-profit 501(c)(3) corporation (“GRANTEE”). For the purposes of this FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on July 1, 2021, CITY and GRANTEE entered into that certain agreement titled “City of San José Grant Agreement” for a grant of \$1,275,705 in CARES Act Coronavirus Relief Funds to support Grantee’s CARES Act Learning Resilience Corps for a term from July 1, 2021 through June 30, 2022 (“AGREEMENT”); and

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to revise the Budget Summary to increase the COMPENSATION AMOUNT;

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

SECTION 1. Extension of Term: The term of the AGREEMENT under Section 4 is hereby continued through December 31, 2022.

SECTION 2. Increase Funding: The Compensation Amount under Section 5 of the AGREEMENT is hereby increased by the amount of FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS (\$407,651.00) of CARES Act Coronavirus Relief funds for a total Grant Award not to exceed ONE MILLION SIX HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS (\$1,683,356.00).

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

SECTION 4. Exhibit C, “BUDGET SUMMARY,” is hereby replaced in its entirety with Revised Exhibit C attached hereto.

SECTION 5. 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 6. 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 7. 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 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 the Start Date and shall expire on the End Date as set forth in the SUMMARY PAGE.

B. Location of Services: 150 E. San Fernando Street, 4th Floor Administration,
San Jose CA 95112

C. Participants:

1. Number of Participants: Grantee shall screen interested individuals living in San Jose to ensure a total of fifty (50) PARTICIPANTS in the Learning Resilience Corps program.

2. Eligibility Criteria:

- Right to Work documentation based on the list found on this link: <https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents> and documentation of one of the following:
- Priority One: Individuals residing in one of the low-resource census tracts in the City of San José from the 2021 map of data related to the Fair Housing Task Force, <https://belonging.berkeley.edu/2021-tcac-opportunity-map> (“low-resource census tracts”), focusing on those ages 18-24 but with the ability to serve older individuals based on number of interested individuals.
- Priority Two: Individuals residing in a San Jose area outside of the low-resource census tracts, and low-income focusing on those ages 18-24 but with the ability to serve older individuals based on number of interested individuals.
- Priority Three: Additional eligibility criteria, may, at CITY’s sole discretion, be provided in writing by CITY to GRANTEE at any time during the term of this AGREEMENT without the need for an amendment as specified under SECTION 23 of this AGREEMENT. The additional criteria, if any, will become effective as of the date the written direction is provided.

□ Low income thresholds:

60% of area median income (low income levels for Resilience Corps)

Family Size	1	2	3	4	5	6	7	8	For each additional person add
60% AMI	\$69,600	\$79,560	\$89,520	\$99,420	\$107,400	\$115,380	\$123,300	\$131,280	\$7,980

- Priority Four: Individuals residing in a San Jose area outside of the low-resource census tracts, and need additional assistance to obtain employment, focusing on those ages 18-24 but with the ability to serve older individuals based on number of interested individuals.

Grantee shall assess PARTICIPANT's eligibility according to any of the criteria stated above. If a PARTICIPANT is not included as a dependent on their parents' tax form, proof of income or a self-attestation shall be required. Self-attestation inquiry shall include the PARTICIPANT'S name, phone number, address, purpose of eligibility, a signature confirming the PARTICIPANT'S statement and date of signature. If a PARTICIPANT is dependent, proof of household income shall be required.

D. Services:

1. GRANTEE shall assume responsibility, as the employer of record for fifty (50) PARTICIPANTS.
2. GRANTEE shall be responsible for payment of wages, as reported by CITY, through the GRANTEE's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
3. GRANTEE shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.
4. GRANTEE shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.
5. Upon Worksite's written request, GRANTEE shall conduct a background check for PARTICIPANTS requested for an additional fee.
6. GRANTEE shall screen referred individuals for eligibility to include: Documentation of residence within the City of San Jose.
7. GRANTEE shall perform an objective assessment with each eligible participant to determine best placement for the participant, including placement in work experience.
8. GRANTEE shall coordinate with CITY to schedule eligible PARTICIPANTS that will be placed in work experience for intake, orientations and other human resources related services provided by the employer of record.
9. GRANTEE shall ensure PARTICIPANTS will receive the following services:

- a. Professional Development Services: PARTICIPANTS will meet with their Mentor regularly during the length of the program to assess their ongoing aptitude, attitude, aspirations and barriers to be addressed for success in the program.
 - b. Work Readiness Workshop Services:
 - Resume Development
 - Interviewing Skills
 - Skills for Working Remotely
 - Other workshops approved by CITY
 - c. Work Experience Services – job duties of PARTICIPANT as specified in the worksite agreement
 - d. GRANTEE will collect the following data from submitted applications:
 - i. Applications by zip code/low resource census tracts
 - ii. Enrollments to date vs. target
 - iii. Race/Ethnicity
 - iv. Gender
 - v. Participants from zip codes/low resource census tracts
 - vi. Age (18-24, 25-29, 29-35, 36 and over)
 - vii. Low income (yes or no)
 - viii. Educational level attained prior to enrollment
 - ix. Employment status prior to enrollment
 - e. GRANTEE will continue to communicate with participants for three (3) months after their work experience ends, and track the following outcomes:
 - i. The number of participants that obtained employment with their work experience worksite
 - ii. The number of participants that obtained employment in the area of their work experience with a different employer
 - iii. The number of participants that obtained other employment
 - iv. The number of participants that entered or resumed postsecondary education
 - v. The number of participants that were referred to work2future for additional assistance in obtaining employment
 - vi. The number of participants that were referred to other agencies for assistance
 - vii. The number of participants for whom the outcome is unknown
10. At the end of PARTICIPANT'S work experience, GRANTEE shall conduct a survey of PARTICIPANTS on their work experience to include what they have learned, interest in future employment, ability to navigate the job market, and level of optimism in future careers.

11. GRANTEE shall assist CITY in meeting any reporting requirements to State, Federal or other agencies.

E. Program Performance Outcomes

GRANTEE shall meet the following measures below. Additional outcomes are detailed in Exhibit B - MONITORING, EVALUATION AND REPORTING REQUIREMENTS

Performance Measure	Maximum Number Of Participants	Percentage of Participants to Meet Measure	Date of Completion
Placement in Work Experience	15	30%	7-31-2021
	20	40%	8-31-2021
	15	30%	9-30-2021
Completion of Work Experience	35	70%	12/31/2022

F. CITY's Project Coordinator

Lauren Hancock
Community Program Administrator
City Library Administration
150 E. San Fernando Street, 4th Floor
San Jose, CA 95112

REVISED EXHIBIT C

BUDGET SUMMARY

PROJECT SOURCE OF FUNDS – ORIGINAL			
List ALL funding sources for project			
Funding Source: Program/Agency		Use of Funds	Amount (\$)
City of San José Funding	N/A		
<i>Total</i>			
<i>All Other Grant Funds (Minimum 20%)</i>			
Coronavirus State and Local Fiscal Recovery funds under American Rescue Plan Act (ARPA) (based on 50 PARTICIPANTS) Wages for 50 participants, \$25.31 per hour, 750 hours		Participant Wages paid at the current living wage - Part Time salaries for PARTICIPANTS without health benefits to include vacation, sick and holiday leave	\$949,125.00
		Participant Fringe Benefits & Payroll Taxes - Payroll taxes @ 10% wages; Workers' Comp @ 1%; Payroll provider costs @ \$99/ea/mo; \$10,000/ea benefits for fulltime PARTICIPANTS (100% employer paid health, vision, dental, FSA, EAP, EPLI, Life/ADD, STD/LTD)	\$153,903.00
		Professional Development & Program Staff – 1 FTEs @ \$75,000 + 34% taxes & benefits distributed proportional to the # of hours spent at \$100,500	\$100,500.00
		Administrative Oversight and Management – 5% of Personnel Costs	\$60,177.00
		Workshops Training (job readiness/occupational skills) - Monthly Professional Development provided by SJPL Works, W2F, and other opportunities that come through their agency placements and SJPL	In Kind

		Operating Expenses (supplies, utilities, travel, postage, background check fees - \$20/month per participant	\$12,000.00
Total			\$1,275,705.00

PROJECT SOURCE OF FUNDS – AMENDED

List ALL funding sources for project			
Funding Source: Program/Agency		Use of Funds	Amount (\$)
City of San José Funding	N/A		
<i>Total</i>			
<i>All Other Grant Funds (Minimum 20%)</i>			
CaliforniaForAll (CFA)		Participant Wages - Part Time salaries for PARTICIPANTS without health benefits to include vacation, sick and holiday leave	\$316,375.00
		Participant Fringe Benefits & Payroll Taxes - Payroll taxes @ 10% wages; Workers' Comp @ 1%; Payroll provider costs @ \$99/ea/mo; \$10,000/ea benefits for fulltime PARTICIPANTS (100% employer paid health, vision, dental, FSA, EAP, EPLI, Life/ADD, STD/LTD)	\$89,251.25
		Workshops Training (job readiness/occupational skills) - Monthly Professional Development provided by SJPL Works, W2F, and other opportunities that come through their agency placements and SJPL	In Kind
Total			\$405,626.25

REVISED BUDGET SUMMARY

Total			\$1,681,331.25
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