

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

**REVISED SUMMARY PAGE**

This FIRST AMENDMENT TO AGREEMENT is entered into this 18th day of October, 2021, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and **FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**, a California nonprofit public benefit corporation (“CONTRACTOR”).

Description:

CONTRACTOR will provide career opportunities for individuals and recruitment solutions for employers through its Career Catalyst program by pairing qualified individuals with organizations for work and job training, The Career Catalyst program (“PROGRAM”) will provide services for the City of San José’s young adults and others residing in high-poverty, high-unemployment neighborhoods participating in the Resilience Corps small business pathway (“PARTICIPANTS”).

Funding Source:

American Rescue Plan Act (ARPA)

Amended Amount Not to Exceed:

\$633,913

Original Amount Not to Exceed:

\$452,794

Payment Terms:

See Revised Exhibit D

Agreement Term:

Start Date: Upon Execution End Date: 6/30/2022

PARTIES TO AGREEMENT:	CONTRACTOR	CITY
Name:	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	CITY OF SAN JOSE
Address for Legal Notice:	1102 Q Street, Suite 4800 Sacramento, CA 95811	work2future Business and Administration Services Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95118
Attention:	Tim Aldinger	Monique Melchor Director
Email Address:	<a href="mailto:taldinger@foundationccc.org">taldinger@foundationccc.org</a>	<a href="mailto:monique.melchor@sanjoseca.gov">monique.melchor@sanjoseca.gov</a>
Telephone No.:	916-491-4499	408-794-1108
Federal Taxpayer ID:	68-0412350	
City Business License/ Tax No.:		
Type of Entity:	Nonprofit	

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

State of Incorporation or Residency:	California	
--------------------------------------	------------	--

**CONTACT INFORMATION**

CONTRACTOR CONTACT PERSON:	JD Burchfield
Title:	Manager, Career Catalyst Business Operations
Telephone Number:	916.325.4300 Ext:330
Email:	JBurchfield@foundationccc.org

CITY CONTACT PERSON:	Colleen Brennan
Title:	Contracts Manager
Telephone Number:	408-794-1139
Email:	Colleen.brennan@sanjoseca.gov

**EXHIBIT LIST & SIGNATURE PAGE**

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit A: Scope of Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit C: Budget Summary
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit D: Payments to CONTRACTOR and Reporting Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit E: General GRANT Provisions
<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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exhibit H: Retroactive Services

\* applicable if CONTRACTOR 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.**

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

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

**Julian Roberts**

*Julian Roberts*  
jroberts@foundationccc.org (10/14/2021)  
Email: jroberts@foundationccc.org

**Joseph Quintana**

*Joseph Quintana*  
jquintana@foundationccc.org (10/14/2021)  
Email: jquintana@foundationccc.org



**Approved as to Form:**

Attorney

Arlene

Deputy

arlene.silva@sanjoseca.gov

*Arlene Silva*  
Arlene Silva (10/15/2021)  
Email: arlene.silva@sanjoseca.gov

City

Attorney

IV

Silva

U

**Sarah Zarate**

*Sarah Zarate*  
Sarah Zarate (10/18/2021)  
Email: sarah.zarate@sanjoseca.gov

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

This FIRST AMENDMENT TO CITY OF SAN JOSE AGREEMENT (“FIRST AMENDMENT”) is made by and between the CITY OF SAN JOSE, a municipal corporation (“CITY”), and the person or entity identified as CONTRACTOR on the REVISED SUMMARY PAGE at the beginning of this AGREEMENT (hereinafter “CONTRACTOR”). For the purposes of this FIRST AMENDMENT, CITY and CONTRACTOR are sometimes collectively referred to as “Parties.”

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**RECITALS**

**WHEREAS**, on July 23, 2021, CITY and CONTRACTOR entered into that certain agreement titled “City of San José Agreement” for an amount of \$452,794 in Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARPA”) Funds to provide career opportunities for individuals and recruitment solutions for employers through its Career Catalyst program by pairing qualified individuals with organizations for work and job training in the Resilience Corps small business pathway for a term from July 23, 2021 through June 30, 2022 (“AGREEMENT”); and

**WHEREAS**, pursuant to Section 23 of the AGREEMENT, CITY and CONTRACTOR desire to amend the AGREEMENT to increase the COMPENSATION AMOUNT by \$181,119 for a total compensation not to exceed \$633,913 and revise the Budget Summary and Payments to CONTRACTOR and Reporting Schedule;

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

**SECTION 1.** The Summary Page is hereby replaced in its entirety with the Revised Summary Page attached hereto.

**SECTION 2.** A new SECTION 30, entitled “ELECTRONIC SIGNATURES,” is hereby added to the AGREEMENT as follows:

**“SECTION 30: 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.”

**SECTION 3.** Exhibit C, “Budget Summary,” is hereby replaced in its entirety with Revised Exhibit C attached hereto.

**SECTION 4.** Exhibit D, “Payments to CONTRACTOR and Reporting Schedule,” is hereby replaced in its entirety with Revised Exhibit D attached hereto.

**SECTION 5.** 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

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

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.

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

**REVISED EXHIBIT C**

**BUDGET SUMMARY**

<b>Service Component</b>	<b>Cost</b>
Wages: 28 employees, at current living wage of \$25.31 per hour, 650 hours	\$460,642
11% Taxes: Federal/State Unemployment, Social Security, MediCare, ETT	\$ 50,671
8% Workers' Compensation (estimate; invoiced on actuals)	\$ 36,851
<b><i>Total Personnel Costs</i></b>	<b><i>\$548,164</i></b>
<b>Additional Services</b>	<b>Cost</b>
Background Checks (\$22.50/employee)	\$630
<b>Career Catalyst Fees</b>	<b>Cost</b>
Onboarding Fee (\$100/employee, invoiced at time of hire)	\$2,800
15% Indirect Rate (invoiced on additional services, actual wages and taxes paid)	\$82,319
<b>TOTAL</b>	<b>\$633,913</b>

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

**REVISED EXHIBIT D**

**PAYMENTS TO CONTRACTOR AND REPORTING SCHEDULE**

Payment shall be made as stated in the following schedule, subject to CONTRACTOR's satisfactory performance of this AGREEMENT as approved by CITY.

**A. Maximum Amount of Compensation**

CITY agrees to pay CONTRACTOR the COMPENSATION AMOUNT subject to the terms and conditions of this AGREEMENT. This Agreement is a combination of GRANT FUNDS that CONTRACTOR shall disburse to or on behalf of PARTICIPANTS and Administrative fees to CONTRACTOR. Compensation shall be apportioned as follows:

**1. Grant Funds**

The maximum amount to be paid to CONTRACTOR by CITY for the PARTICIPANT costs of the Services shall be \$551,594 including applicable taxes. CITY will be responsible for all costs incurred by PARTICIPANTS under this Agreement. If PARTICIPANTS incur costs that exceed the contract value, CITY is responsible for those costs. These costs include any cost the CONTRACTOR is obligated to pay PARTICIPANTS under State, Local, or Federal law.

**a. Invoicing and Payment**

- i. For services satisfactorily rendered, and upon receipt and approval of the invoices, CITY agrees to compensate CONTRACTOR for actual expenditures incurred in accordance with the rates specified herein.
- ii. Itemized invoices shall be submitted via email on a bi-weekly basis to:

Baljinder Jhalle  
[baljinder.jhalle@sanjoseca.gov](mailto:baljinder.jhalle@sanjoseca.gov)  
work2future Business and Administration Services  
5730 Chambertin Drive  
San Jose, CA 95118

**b. Billing Rate**

CITY will be invoiced biweekly and will pay CONTRACTOR based upon a specified billing rate, which is composed of the following:

- i. CITY is billed for the PARTICIPANT's hourly rate, including any overtime or premium payments owed to the PARTICIPANT plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- ii. The maximum amount in Section A 1 above includes a \$100 onboarding fee per PARTICIPANT, which is invoiced at the time of hire.
- iii. CITY is responsible for compensating the CONTRACTOR for any services performed or employee benefit cost incurred by a participant that are not

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

listed in Exhibit A of the Agreement but are required under local, State and Federal law.

- iv. The maximum amount in Section A 1 above includes reimbursement to the CONTRACTOR for Additional Services such as criminal history background checks, live scans, or any other pre-employment screening that is requested by CITY.

**2. Administrative fees:**

- a. CITY is billed a 15% indirect cost recovery rate of the total costs described in Section A 1 above, in the amount of \$82,319, to cover administrative costs associated with facilitating the Services.
- b. **Certification Required for Fiscal Reports or Invoices.** Pursuant to 2 C.F.R. §200.415, annual and final fiscal reports or vouchers requesting payment under this AGREEMENT must include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."