

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

REVISED SUMMARY PAGE

This FIRST AMENDMENT TO GRANT AGREEMENT is entered into this 22nd day of November, 2021, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and **GOODWILL OF SILICON VALLEY**, a California public benefit nonprofit corporation (“GRANTEE”).

Description: GRANTEE will provide case management, training and supportive services to young adults residing in high-poverty, high-unemployment neighborhoods participating in the Resilience Corps small business pathway.

Funding Source: Coronavirus State and Local Fiscal Recovery Funds under American Rescue Plan Act (ARPA)

First Amendment Amount Not to Exceed: \$128,200

Amount Not to Exceed: \$113,450

Payment Terms: See Revised Exhibit D.

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

PARTIES TO AGREEMENT:	GRANTEE	CITY
Name:	Goodwill of Silicon Valley	CITY OF SAN JOSE
Address for Legal Notice:	1080 N 7th St. San Jose, CA 95112	Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95118
Attention:	Trish Dorsey Vice President Mission Services	Monique Melchor Director
Email Address:	trishd@goodwillsv.org	Monique.melchor@sanjoseca.gov
Telephone No.:	408-248-4800	408-794-1108
Federal Taxpayer ID:	941212132	
City Business License/Tax No.:	547821210	
Type of Entity:	California public benefit nonprofit corporation	

State of Incorporation or Residency:	California	
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CONTACT INFORMATION

GRANTEE CONTACT PERSON:	Trish Dorsey
Title:	Vice President Mission Services
Telephone Number:	408-248-4800
Email:	trishd@goodwillsv.org

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

REVISED EXHIBIT LIST:

- | YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input 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 GRANTEE 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"/> | Revised Exhibit H: Federal Funding Provisions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit I: Retroactive Services |

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:

Approved as to Form:

Attorney
Arlene Silva
Deputy City Attorney IV U
arlene.silva@sanjoseca.gov
Arlene Silva
Arlene Silva (11/18/2021)
Email: arlene.silva@sanjoseca.gov

ARLENE SILVA
Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal corporation

Sarah Zarate
Sarah Zarate
Sarah Zarate (11/22/2021)
Email: sarah.zarate@sanjoseca.gov

By _____
SARAH ZARATE
DIRECTOR

“GRANTEE”

GOODWILL OF SILICON VALLEY, a California
public benefit nonprofit corporation

MICHAEL E. FOX
Michael Fox
michaelf@goodwillsv.org (11/16/2021)
Email: michaelf@goodwillsv.org

By _____
MICHAEL E. FOX JR.

**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”), and **GOODWILLOF SILICON VALLEY**, a California nonprofit corporation (“GRANTEE”). For the purposes of this FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on June 15 2021, CITY and GRANTEE entered into that certain agreement titled “City of San José Grant Agreement” for a grant of \$113,450 in Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARPA”) Funds to support Grantee’s case management, training and supportive services to young adults residing in high-poverty, high-unemployment neighborhoods participating in the Resilience Corps small business pathway for a term from June 15, 2021 through June 30, 2022 (“AGREEMENT”); and

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to increase the COMPENSATION AMOUNT by \$14,750 for a total COMPENSATION AMOUNT not to exceed \$128,200 and revise the Scope of Services, Budget Summary, and Payments to GRANTEE 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 31, entitled “ELECTRONIC SIGNATURES,” is hereby added to the AGREEMENT as follows:

“SECTION 31: 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 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. Exhibit D, “Payments to GRANTEE and Reporting Schedule,” is hereby replaced in its entirety with Revised Exhibit D attached hereto.

SECTION 6. 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.

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 REVISED SUMMARY PAGE.

B. Location of Services

The Grant services will be provided at Goodwill of Silicon Valley 1080 N 7th St., San José CA 95112 or at other locations approved by CITY.

C. Number of Participants

GRANTEE shall screen sufficient interested individuals living in San José to ensure a total of 28 participants in the small business Resilience Corps Program.

D. Services:

- a. Participants will receive the following services:
 - i. Intake and Objective Assessment: Individuals interested in participating in the Resilience Corps Program will be referred to GRANTEE by community-based organizations sourced by GRANTEE and CITY.
 - ii. GRANTEE will screen referred individuals for eligibility, to include:
 - o Right to Work documentation and documentation of one of the following:
 - o 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.
 - o 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
 - 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

- o Priority Three: Individuals residing in a San Jose area outside of the low-resource census tracts, who 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.

- iii. GRANTEE will perform an objective assessment with each eligible participant to determine best placement for the participant.
 - iv. GRANTEE will provide a minimum of forty (40) hours of training to participants in the area of digital marketing or other CITY-approved training.
 - v. GRANTEE will coordinate with CITY's employer of record 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.
 - vi. Case Management Services: GRANTEE case managers will meet with participants at least twice per month during the length of the program to assess their ongoing aptitude, attitude, aspirations and barriers to be addressed for success in the program.
- b. 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
- c. 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
- d. Work Experience Services:
- i. CITY will provide worksites for work experience.
 - ii. CITY will provide payroll, workers' compensation, and human resources services in a separate contract with an employer of record agency.
 - iii. Nothing in this AGREEMENT prohibits the GRANTEE's Social Enterprise Division from providing work experience through a separate agreement.
- e. Supportive Services: GRANTEE will pay up to a maximum of \$1,000 per client for items required to succeed in work experience. Payments will be based on clients need and will require documentation as follows:

Service	Backup Documentation to support service
Specific clothing that is needed while working in an in-person subsidized work experience program	List of clothing needed to be provided by employer – Reimbursement to client will be made after Receipt has been provided.
A specific type of shoe that is needed while working in an in-person subsidized employment program	Request of type of shoe needed to be provided by employer - Receipt, Reimbursement to client will be made after Receipt has been provided.
Childcare to be provided while the participant is participating in a subsidized employment program	Providers' Current State Child Care license, Invoice from Provider with child's name, Birth certificate of child (Contractor to check the box – visual validation), Remittance information (remittance if paid directly to provider), Affidavit to support need, family childcare unavailable, need to re-establish childcare to participate in person with employer.
Delinquent Rent assistance for a participant who is in a subsidized employment program	Delinquent Notice, Rental Agreement, lease agreement, Affidavit to support need.
Rental assistance to be paid at the time due for a participant while in a subsidized employment program	Rental Agreement, lease agreement, Receipts, Affidavit to support need .
Delinquent payments of a PG & E Bill to be paid while the participant is in a subsidized work experience program	Delinquent Utility Bill, Receipt, Affidavit to support need .
Payment be made at the time due to PG & E while participating during subsidized work experience employment	Utility Bill, Receipt, Affidavit to support need .
Payment of a delinquent Water bill to be paid while the participant is in a subsidized employment program	Delinquent Utility Bill, Receipt Affidavit to support need .
Payment of a Water bill at the time due while participant is participating in a subsidized employment program	Utility Bill, Receipt Affidavit to support need .
Payment of delinquent Internet Service to attend remote subsidized employment program	Delinquent Internet Service Bill, Receipt Affidavit to support need .
Payment of current Internet Service while participating in a remote training program	Internet Service Bill, Receipt Affidavit to support need .
Bus pass to attend in-person subsidized employment program	Receipt Affidavit to support need .
Gasoline to attend in-person subsidized employment program	Current Driver's license and Proof of Insurance Gas receipts
Toiletries – soap, shampoo, toothpaste to attend in-person subsidized employment program	Receipts Affidavit to support need .
Household goods – Laundry detergent to be able to attend in-person subsidized employment program	Receipts Affidavit to support need.

E. Program Performance Outcomes

GRANTEE shall comply with the following Participant Plan and its corresponding program goals and outcomes:

GRANTEE will place 28 participants in work experience placements.

Phase 1

Performance Measure	Number of Participants	Percentage of Participants to Meet Measure	Final Date to Meet Measure
Participants beginning July 26 enrolled and intake complete	10	50%	July 23, 2021
All participants enrolled and intake complete	20	100%	August 20, 2021
Placement in training	10	50%	July 26, 2021
Placement in training	20	100%	August 23, 2021
Placement in work experience	14	20%	August 23, 2021
Placement in work experience	20	100%	September 20, 2021
Completion of work experience	14	70%	March 25, 2022

Phase 2

Performance Measure	Number of Participants	Percentage of Participants to Meet Measure	Final Date to Meet Measure
Participants beginning October 25 enrolled and intake complete	8	100%	October 22, 2021
Placement in training	8	100%	October 25, 2021
Placement in work experience	8	100%	November 8, 2021
Completion of work experience	14	70%	April 22, 2022

F. CITY's Project Coordinator

The CITY's Project Coordinator for this AGREEMENT is:

Monique Melchor
CITY work2future Administration & Business Services
5730 Chambertin Drive
San José, CA 95118
(408) 794-1108

REVISED EXHIBIT C

BUDGET SUMMARY

PROJECT SOURCE OF FUNDS			
List ALL funding sources for project			
Funding Source: Program/Agency		Use of Funds	Amount (\$)
<i>Coronavirus State and Local Fiscal Recovery Funds under American Rescue Plan Act (ARPA) Funding</i>			
		Case Management Staffing (1.0 FTE)	\$65,000
		Supportive Services @\$1,000 average per participant)	\$28,000
		Computer Equipment, Cell Phones, Tools	\$6,000
		Supplies, Postage, Travel, and other Operating Expenses	\$2,700
		Overhead (10% of Salaries and Benefits)	\$6,500
		Training	\$20,000
	Total		\$128,200

REVISED EXHIBIT D

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 as approved by CITY.

A. Maximum Amount of Compensation

CITY agrees to pay GRANTEE the COMPENSATION AMOUNT subject to the terms and conditions of this AGREEMENT.

Invoice for \$56,725 will be submitted 1 to 7 business days from the date of execution of this AGREEMENT.

o Required Documentation: None.

• Invoices for the balance of the funding will be submitted monthly on the 15th day of the month following provision of services.

o Required Documentation:

Staff time records

Receipts/invoices for supplies and equipment

Supportive Services documentation as detailed in Exhibit A Section (D)(d)

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 GRANTEE, 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)."