

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

**SECOND REVISED SUMMARY PAGE**

This SECOND AMENDMENT TO GRANT AGREEMENT is entered into this 23rd day of June, 2022 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)

Second Amendment Amount Not to Exceed: \$50,750

Total Amount Not to Exceed: \$178,950

Payment Terms: See Revised Exhibit D

Agreement Term: Start Date: Upon Execution End Date: 12/31/2022

PARTIES TO AGREEMENT:		GRANTEE	CITY
Name:	Goodwill of Silicon Valley	City of San José	
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**

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

<b><u>CITY CONTACT PERSON:</u></b>	Dat Luu
<b><u>Title:</u></b>	Contracts Manager
<b><u>Telephone Number:</u></b>	408-794-1139
<b><u>Email:</u></b>	dat.luu@sanjoseca.gov

**EXHIBIT LIST & SIGNATURE PAGE**

YES	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit A:	Scope of Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit B:	Monitoring, Evaluation, and Reporting
<b>Requirements</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit C:	Budget Summary
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Second Revised Exhibit D:	Payments to GRANTEE and Reporting Schedule
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Second Revised Exhibit E:	General GRANT Provisions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Second Revised Exhibit F:	Employee/Volunteer Clearance Verification and Compliance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit G:	Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Second Revised Exhibit H:	Federal Funding Provisions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exhibit I:	Retroactive Services

with the Child Abuse and Neglect Reporting Act \*

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**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 SECOND 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

*Arlene Silva*

Email: arlene.silva@sanjoseca.gov  
Date Signed: 06/23/2022 GMT-07:00

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ARLENE SILVA  
Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal corporation

*Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov  
06/23/2022 GMT-04:00

By \_\_\_\_\_  
SARAH ZARATE  
Director

“GRANTEE”

GOODWILL OF SILICON VALLEY

*Michael Fox*

Email: michaelf@goodwillsv.org

Date Signed: 06/22/2022 GMT-07:00

By \_\_\_\_\_  
Name: MICHAEL E. FOX JR.  
Title: President and CEO

## **SECOND AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT**

This SECOND AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“SECOND AMENDMENT”) is made and entered into upon the date of execution and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter “CITY”), and the person or entity identified as GOODWILL OF SILCON VALLEY, a California nonprofit corporation (“GRANTEE”). For the purposes of this SECOND AMENDMENT, CITY and GRANTEE are sometimes referred to as Parties.

### **RECITALS**

**WHEREAS**, on June 15 2021, CITY and GRANTEE entered into that certain agreement entitled “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**, November 22, 2021, CITY and GRANTEE entered into a FIRST AMENDMENT to the Grant 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; and

**WHEREAS**, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to extend the term through December 31, 2022, increase the COMPENSATION AMOUNT by \$50,750 for a total COMPENSATION AMOUNT not to exceed to \$178,950, and revise the Scope of Services, Monitoring, Evaluation, and Reporting Requirements, Budget Summary, and Insurance;

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

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

**SECTION 2.** Revised Exhibit A, “Scope of Services,” is hereby replaced in its entirety with Second Revised Exhibit A attached hereto.

**SECTION 3.** Exhibit B, “Monitoring, Evaluation, and Reporting Requirements,” is hereby replaced in its entirety with Revised Exhibit B attached hereto.

**SECTION 4.** Revised Exhibit C, “Budget Summary,” is hereby replaced in its entirety with Second Revised Exhibit C attached hereto.

**SECTION 5.** EXHIBIT G “INSURANCE”, is hereby is hereby amended to read as shown in REVISED EXHIBIT G, attached and incorporated into this SECOND AMENDMENT.

**SECTION 6.** In the event of an inconsistency between this SECOND AMENDMENT and the AGREEMENT, the terms and conditions of this SECOND 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 SECOND AMENDMENT shall remain in full force and effect.

**SECOND 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 SECOND REVISED SUMMARY PAGE.

**B. Location of Services**

The Grant services will be provided at Goodwill of Silicon Valley 1080 N 7<sup>th</sup> 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:
      - 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

• Low-Income Thresholds:

	60% of area median income (Low Income) levels for Resilience Corps	
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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 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:

<b>Service</b>	<b>Backup Documentation to support service</b>
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.
Specific computer equipment such as laptops that is need while working in both an-person and remote subsidized employment program	Receipts, Affidavit to support need
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	Receipts 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.
Program Completion Bonus – direct payment on final paycheck for participants that complete program	Documentation of program completion including final timesheets or other proof of hours completed. Administrative forms as required by employer of record.

### **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 25, 2021
Placement in training	8	100%	October 25, 2021
Placement in work experience	8	100%	December 6, 2021
Completion of work experience	14	70%	August 31, 2022

**F. CITY's Project Coordinator**

The CITY's Project Coordinator for this AGREEMENT is:

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

## REVISED EXHIBIT B

### MONITORING, EVALUATION AND REPORTING REQUIREMENTS

**A. Fiscal Responsibilities of GRANTEE.** GRANTEE shall:

1. Appoint and submit to CITY the name of a fiscal contact who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
3. Submit to City at such times and in such forms as City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

**B. Reporting.**

1. GRANTEE will maintain the original eligibility file for each participant.
2. GRANTEE shall submit a report to CITY Program Coordinator accompanying each invoice that will include:
  - Number of participants enrolled in the work experience program described in Exhibit A Section E— Program Performance Outcomes above.
  - Number of participants who completed the work experience program described in Exhibit A Section E— Program Performance Outcomes above.
    - DIRECTOR shall provide GRANTEE with monthly report template to input required data
3. GRANTEE shall submit a final narrative report to CITY Program Coordinator within 30 days after the end of the final cohort that will include:
  - Total number of participants enrolled in the work experience program described in Exhibit A Section E— Program Performance Outcomes above.
  - Total number of participants who completed the work experience program described in Exhibit A Section E Program Performance Outcomes above.
  - The number of participants who, at three (3) months after completion of their work experience program are in each of the categories listed in Exhibit A, Section (D) (b) items (i) through (vii).
    - DIRECTOR shall provide GRANTEE with final report template to input required data
4. GRANTEE shall assist CITY in meeting any reporting requirements to the State and other agencies.
5. GRANTEE shall also promptly advise the CITY of any notice of any violation of local, State, or Federal law or regulation, including but not limited to: 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws; and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.

**C. Evaluation of GRANTEE.**

Authorized Federal, State, and CITY representatives shall have the right to monitor, assess, or evaluate GRANTEE's performance pursuant to this AGREEMENT by any means including, but not limited to, inspections of premises, records, reports, audits and interviews with GRANTEE staff and participants.

CITY performance evaluation and monitoring may, at CITY's discretion, take place virtually by means of CITY monitor(s) reviewing submitted monthly update reports. CITY may at its sole discretion, request back up documentation for any GRANTS.

**D. Records and Audits of GRANTEE.**

1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
  - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this AGREEMENT; and
  - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
  
2. Preservation of Records. GRANTEE shall preserve and make available its records:
  - a. for the period of five(5) years from the expiration date of this Agreement; or
  - b. for such longer period, if any, as may be required by applicable law; or
  - c. if this Agreement is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.
  - d. Examination of Records and Facilities. At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, GRANTEE agrees that City, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. GRANTEE also agrees that the City, or any of its authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement. City may examine records or facilities pursuant to this Section throughout the term of this Agreement and
  - e. for a period of five (5) years after final payment under this Agreement; or,
  - f. for such longer period as may be required by applicable law; or

- g. if this Agreement is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement.

### 3. Audits.

- a. GRANTEE agrees to satisfy the audit requirements for sub-recipients of federal financial assistance in accordance with applicable OMB Circular(s) and Federal Register publications.
- b. GRANTEE shall submit an audit report within one (1) month in the event the AGREEMENT is terminated, voluntarily or involuntarily, before the end of the term.
- c. GRANTEE, at its own expense, shall accept responsibility for receiving, responding to and complying with any audit exceptions by appropriate monitoring agencies. GRANTEE shall also fully cooperate as requested by CITY in any audit or monitoring related process including, but not limited to, the provision of adequate staff for organizing GRANTEE records and testimony at any related administrative or court proceedings.
- d. GRANTEE shall pay to CITY, from neither CITY nor Program funds, the full amount of liability resulting from disallowance or other audit or monitoring exceptions which are attributed to GRANTEE's error, omission, or violation of any provision of this Agreement.
- e. GRANTEE shall, at CITY's option and at GRANTEE's sole cost, defend, indemnify, hold harmless against any claim or liability for such costs, and shall cooperate fully with CITY by providing all witnesses, documents and other information requested by the CITY in any civil court proceeding or any formal or informal administrative proceeding conducted in connection with such costs.

### 4. Independent Audit Reports.

- a. If GRANTEE expends \$750,000 or more in a year in Federal funds, GRANTEE shall submit an audit report that conforms to the requirements of OMB Circular A-133 for Non-Profit Institutions. Funds may be set aside in GRANTEE's budget in an amount equal to City's fair share of the GRANTEE's cost of an A-133 independent audit, if required.
  - a. The audit report shall ascertain and determine that no services provided by the GRANTEE under this AGREEMENT are duplicative of services provided to another agency from which GRANTEE receives funding and are not being reimbursed from funding received from another agency.
  - b. GRANTEE shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of GRANTEE's Fiscal Years that are covered by this Agreement. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by GRANTEE.
  - c. An audit report must be completed and posted in PDF format on WebGrants within six months of the end of each of the GRANTEE's Fiscal Years covered by this AGREEMENT. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, GRANTEE shall deliver an audit report within two hundred and fifty (250) days after the

expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.

- d. Should GRANTEE not enter into an agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit at GRANTEE's expense.
  - e. The GRANTEE shall submit to the City copies of management letters the auditor prepares for the GRANTEE as part of the audit engagement.
  - f. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. GRANTEE must have Auditor's proof of current licensing on file in GRANTEE's office. GRANTEE must submit to the CITY, a copy of Auditor's certification to practice in California with the audit.
5. City Audits. The CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such audits will be borne by the CITY.
6. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY. GRANTEE shall make best effort to recover disallowed costs due to unallowable use of GRANT by GRANTEE. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. CITY shall make the final determination of disallowed costs.

**SECOND REVISED EXHIBIT C**

**BUDGET SUMMARY**

<b>PROJECT SOURCE OF FUNDS</b>			
List <b>ALL</b> funding sources for project			
<b>Funding Source: Program/Agency</b>		<b>Use of Funds</b>	<b>Amount (\$)</b>
<i>Coronavirus State and Local Fiscal Recovery Funds under American Rescue Plan Act (ARPA) Funding</i>			
		Case Management Staffing (1.0 FTE)	\$97,500
		Supportive Services @\$1,000 average per participant)	\$43,000
		Computer Equipment, Cell Phones, Tools	\$6,000
		Supplies, Postage, Travel, and other Operating Expenses	\$2,700
		Overhead (10% of Salaries and Benefits)	\$9,750
		Training	\$20,000
	<b>Total</b>		<b>\$178,950</b>

## **REVISED EXHIBIT G**

### **INSURANCE**

GRANTEE, at GRANTEE's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Privacy Liability insurance (also known as cyber liability insurance) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering products provided under this Agreement. This may be met through a standalone policy or included as a component in a Commercial General Liability Policy.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

#### **B. Minimum Limits of Insurance**

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and



3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
  4. Privacy Liability: \$1,000,000 each claim and annual aggregate.
4. Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.
  - b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of GRANTEE's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, or agents.
  - d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, and agents.

3. Claims Made Coverages

If coverage is obtained on a "claims made" policy form, the retroactive date shall precede the date services were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of services under this Agreement.

5. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

**F. Verification of Coverage**

GRANTEE shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov):

Certificate Holder  
City of San Jose—Finance  
Risk Management & Insurance  
200 East Santa Clara Street, 14th Floor Tower  
San Jose, CA 95113-1905

**G. Subcontractors**

GRANTEE shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.