

**CITY OF SAN JOSE
FIRST AMENDMENT TO WORK2FUTURE TRAINING AGREEMENT**

REVISED SUMMARY PAGE

This AGREEMENT is entered into this 17th day of May, 2023, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and, **OCCUPATIONAL TRAINING INSTITUTE-FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT A CALIFORNIA COMMUNITY COLLEGE DISTRICT** (“CONTRACTOR”).

Project: Eligible Training Provider List (“ETPL”) Youth Workshop
 Adult Cohort Youth Training
 Adult Workshop

Description: CONTRACTOR will provide educational instruction to enrolled clients looking for a career change or wishing to upgrade their skills to increase their employability.

Funding Source: WIOA; other DOL Grants; Non-Federal Grants

Amount Not to Exceed: Part of \$1,945,959 Pool Amount – WIOA ETPL & Cohort for Adult, Dislocated Worker and Youth, NDWG ETPL & Cohort, Career NDWG, and WAF

Part of \$ 100,000 Pool Amount – Workshops
 Total: \$ 2,045,959 Pool Amount

Payment Terms: See Exhibit C

Agreement Term: Start Date: Upon Execution End Date: 06/30/2023

PARTIES TO AGREEMENT:	CONTRACTOR	CITY
Name:	OCCUPATIONAL TRAINING INSTITUTE-FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT	CITY OF SAN JOSE
Address for Legal Notice:	21250 Stevens Creek Cupertino, CA 95014	Office of Economic Development, work2future Division 5730 Chambertin Drive San José, CA 95118
Attention:	Sabrina Stewart	Monique Melchor, Director
Email Address:	stewartsabrina@fhda.edu	Monique.melchor@sanjoseca.gov
Telephone No.:	(408) 864-8360	(408) 794-1108

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Contact Person: Title: Telephone No.: Email:	Sabrina Stewart OTI Supervisor (408) 864-8360 stewartsabrina@fhda.edu	Dat Luu Contracts Manager Dat.Luu@sanjoseca.gov
Taxpayer ID:	9415977180	
City Business License/ Tax No.:	n/a	
Type of Entity:	California Community College District	
State of Incorporation or Residency:	CA	

EXHIBIT LIST & SIGNATURE PAGE

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A: MANDATORY SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A-1: ETPL SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A-2: ADULT COHORT SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A-3: ADULT WORKSHOP SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A-4: YOUTH WORKSHOP SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT A-5: YOUTH TRAINING SCOPE OF SERVICES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT B: BUDGET SUMMARY
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C: MANDATORY COMPENSATION EXHIBIT
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C-1: ETPL COMPENSATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C-2: ADULT COHORT COMPENSATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C-3: ADULT WORKSHOP COMPENSATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C-4: YOUTH WORKSHOP COMPENSATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT C-5: YOUTH TRAINING COMPENSATION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT D: MONITORING, EVALUATION AND REPORTING REQUIREMENTS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT E: GENERAL WIOA PROVISIONS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	EXHIBIT F: EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	REVISED EXHIBIT G: INSURANCE
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CERTIFICATION 1.1: DEBARMENT AND SUSPENSION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CERTIFICATION 1.2: LOBBYING
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CERTIFICATION 1.3: ADA ACCESSIBILITY**

* 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.

** not applicable to ETPL contractors; applicable if subrecipient contractor offers services to clients in location(s) other than CITY America's Job Center of California ("AJCC") Centers

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 AGREEMENT, including without limitation, all Exhibits and Certifications.

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

“CITY”



Email: sarah.zarate@sanjoseca.gov
Date: 05/17/2023 GMT

Sarah Zarate
Director, Office of the City Clerk

“CONTRACTOR”



Email: cheususan@fhda.edu
Date: 05/12/2023 GMT

Susan Chew
Foothill-De Anza Community College District



Approved as to Form:

Attorney
Matthew Tolnav



Email: matthew.tolnav@sanjoseca.gov
Date: 05/17/2023 GMT

Matthew Tolnav
Deputy City Attorney

**CITY OF SAN JOSE
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This FIRST AMENDMENT TO WORK2FUTURE TRAINING AGREEMENT ("FIRST AMENDMENT") is made by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and the person or entity identified as CONTRACTOR on the REVISED SUMMARY PAGE at the beginning of this FIRST AMENDMENT "CONTRACTOR").

RECITALS

WHEREAS, on 04/21/2022, CITY and CONTRACTOR entered into an agreement entitled "CITY OF SAN JOSE and OCCUPATIONAL TRAINING INSTITUTE- FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT (AGREEMENT)"; and

WHEREAS, CITY and CONTRACTOR desire 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 2. Paragraph C of SECTION 4, "COMPENSATION", is amended to read as follows:

CONTRACTOR shall comply with all of the terms and conditions of this AGREEMENT, including the REVISED SUMMARY PAGE and all Exhibits and Certifications attached hereto, regardless of whether the CITY's funding source is from sources other than those received under WIOA. If CONTRACTOR fails to comply with any of the terms and conditions of this AGREEMENT, including the REVISED SUMMARY PAGE and all Exhibits and Certifications attached hereto, CONTRACTOR shall reimburse CITY from sources other than those received from CITY.

SECTION 3. All the terms and conditions of the original AGREEMENT not modified by this FIRST AMENDMENT shall remain in full force and effect.

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**REVISED EXHIBIT G:
INSURANCE**

CONTRACTOR, at CONTRACTOR'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 CONTRACTOR, 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.
5. Professional Liability Errors and Omissions insurance for all Professional Services rendered; and
- 6.

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

CONTRACTOR 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;

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4. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate.

5.

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, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees.
- b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, or agents.
- d. Coverage shall state that CONTRACTOR'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.

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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.

4. 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

CONTRACTOR 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:

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

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