

**AMENDMENT NO. 1 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
YEAR UP, INC.
FOR
WORKFORCE DEVELOPMENT INTERNSHIPS**

This **Amendment No. 1** (“Amendment”) is made by and between the City of San Leandro (“City”) and Year Up, Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of October 19, 2023, and amends that certain Non-Professional Services Agreement (“Agreement”) dated December 19, 2022 between the Parties.

WHEREAS, City and Contractor have executed the Agreement, pursuant to which Contractor has provided certain services to City with regard to workforce development internships; and

WHEREAS, the Parties desire to amend the Agreement to extend the services; and

WHEREAS, the CSA was approved by the Council on December 19, 2022 per Council Resolution Number 2022-223; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled “Term of Services” is hereby amended to extend the term from December 31, 2023 to July 30, 2024.

2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Contractor a sum not to exceed \$918,900 for Fiscal Year 2024.

3. The first sentence of Exhibit A of the Agreement entitled “Scope of Services” is hereby amended to read:

- a. As part of the training experience offered to student participants in Contractor’s internship program (“Year Up Internship Program” or the “Program”), Contractor will place workforce development interns as needed by various City of San Leandro departments for the purpose of providing on-the-job training to the students as part of their educational experience (“Services”).

4. Exhibit B of the Agreement entitled “Compensation Schedule & Reimbursable Expenses” is hereby amended to read:

The cost to place one intern is \$29,700. The cost to place one intern will increase to \$39,450 effective July 31, 2023

Invoices will be sent according to the schedule below, and the City will submit payment no later than 30 days after receipt of invoice from Year Up:

(1) An invoice for 50% of the total payment will be sent within 30 days of the Internship Start Date

(2) A second and final invoice for 50% of the total payment will be sent within 90 days of the Internship Start Date

In the unlikely event that an intern leaves the program prior to the anticipated end date of the internship, Year Up will apply a credit to the account, based on a pro rata basis based on number of weeks completed.

Notwithstanding the foregoing, if the intern's early departure results from the Internship Partner hiring the intern, no credits will apply and the Program Fee will be immediately due and payable in full.

There are no reimbursable expenses.

5. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

YEAR UP, INC.

Frances Robustelli, City Manager

Allan John Alday, Deputy Sales Director

Attest:

Kelly B. Clancy, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

T. Michael Yuen, Finance Director

010-12-various-5120

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Emily Hung, Human Resources Director