

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSÉ  
AND  
THE COUNTY OF SAN MATEO**

This FIRST AMENDMENT TO AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by the CITY OF SAN JOSE ("City"), a municipal corporation, and THE COUNTY OF SAN MATEO, a California county government agency ("Contractor").

**RECITALS**

WHEREAS, on March 24, 2003, City and Contractor entered into an agreement entitled "AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SAN MATEO" ("Agreement"); and

WHEREAS, City and Contractor desire to amend the Agreement to extend the term, modify the scope of services, increase the budget allowed, modify the monthly invoice form; and

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

**SECTION 1.** SECTION I, "TERM OF AGREEMENT" is amended to read as follows:

"The term of this Agreement shall be retroactive from July 1, 2001 ("Commencement Date") and shall expire on March 31, 2004, unless extended or sooner terminated in accordance with the terms of this Agreement. It is understood and agreed that Contractor has provided services prior to the execution of this Agreement in anticipation of its execution, and CITY agrees to compensate Contractor for those services provided in accordance with the terms

of this Agreement. However, in no event shall Contractor be compensated for work performed for CITY prior to July 1, 2001.”

**SECTION 2.** EXHIBIT A, “SCOPE OF SERVICES” is amended as shown in REVISED EXHIBIT A, attached and incorporated into this First Amendment to increase the number of participants served under the RE-TEC Project.

**SECTION 3.** EXHIBIT B, “BUDGET” is amended as shown in REVISED EXHIBIT B, attached and incorporated into this First Amendment.

**SECTION 4.** EXHIBIT C, “MONTHLY INVOICE FORM” is amended as shown in REVISED EXHIBIT C, attached and incorporated into this First Amendment.

**SECTION 5.** All of 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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WITNESS THE EXECUTION HEREOF on the day and year first written above.

"City"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation

By \_\_\_\_\_  
JENNIFER POU SHO  
Deputy City Attorney

By \_\_\_\_\_  
PETER JENSEN  
Assistant to the City Manager

"Contractor"

COUNTY OF SAN MATEO, a California  
county government agency

By \_\_\_\_\_  
ROSE JACOBS GIBSON  
President, Board of Supervisors

**REVISED EXHIBIT A**  
**SCOPE OF SERVICES**

**Contractor: COUNTY OF SAN MATEO**

Contractor shall provide services as described in this Exhibit. In the event Contractor desires to modify these services, Contractor shall apply to the City's Director or the Director's designee ("City Representative"), in writing, setting forth the requested modifications. The City Representative shall have the authority to approve modifications to times, dates, and locations of services, by letter signed by the City Representative, without the necessity of a formal written amendment to this Agreement. All other modifications including without limitation, changes to the Contractor Scope of Services as set forth in this Exhibit, shall be made by a duly executed written Amendment.

All RE-TEC Grant services under this Agreement shall be offered in coordination and within the Regional Technologies Employment Consortium Project (RE-TEC Project) organizational structure as set forth in the above Recitals. Contractor shall recruit and provide services to dislocated workers affected by business closures and lay offs in the high tech field and eligible to receive services through the Workforce Investment Act. Unless otherwise modified the services specified below will be offered within the twelve regional Workforce Investment Areas.

Contractor's services will focus on providing easily accessible services to address the reemployment and retraining needs of displaced e-commerce high tech and support staff. Contractor shall provide services consistent with the RE-TEC service delivery system including:

- Cohesive and Centralized Systems
- Joint Venture Approach to Rapid Response and Worker Displacement

- Internet-Based Access and Services
- Technology-Appropriate Training Options
- Shared Accountability

Contractor shall, under the guidelines of the WIA and/or the RE-TEC Grant, provide Core Services, Intensive Services, and training services, as may be applicable, as follows:

1. Contractor will assess and enroll a minimum of one hundred twenty-nine (129) RE-TEC eligible participants into the RE-TEC program.
2. Contractor, in the First Half of the RE-TEC Project, will provide Core and Intensive Services to seventy-five (75) Dislocated Worker Participants. Of these seventy-five (75) Dislocated Worker Participants, the first eleven (11) enrollments, will have their Core and Intensive Services and training costs borne exclusively by Contractor.
3. Contractor, in the Second Half of the RE-TEC Project, will provide Core and Intensive Services to fifty-four (54) Dislocated Worker Participants.
4. Contractor will deliver RE-TEC program orientations and workshops to new candidates.
5. Contractor will facilitate group counseling sessions on RE-TEC Core and Intensive Services.
6. Contractor will refer clients to VESL Services and/or vocational classroom training.
7. Contractor will only refer RE-TEC eligible clients to providers(s) that offer course(s) listed on the State's approved Eligible Training Provider List (ETPL).
8. Contractor will place into unsubsidized employment a minimum of ninety-seven (97) RE-TEC participants.
9. Contractor will manage multiple client cases from intake to exit, provide monthly follow-up for the first quarter after exit, and quarterly follow-up thereafter, until one year from the date of exit, according to the requirements as set forth in the WIA Regulations. This will require

Contractor to organize and maintain participant files and other program documentation as required by law, evaluate client needs and refer to various services available, identify and troubleshoot barrier to employment, refer to workshops and training.

10. Contractor will recruit potential participants to the RE-TEC program, and collaborate with the appropriate Rapid Response activity.
11. Contractor will attend required meetings with City staff upon reasonable notice by City.
12. Contractor will generate monthly, quarterly and annual reports on client activity as requested by City.
13. Performance Indicators:

1. Provide Core and Intensive Services to a minimum of one hundred twenty-nine (129) dislocated worker participants from RE-TEC eligible companies.
  - a. FIRST HALF RE-TEC PROJECT – Provide Core & Intensive Services to seventy-five (75) Dislocated Worker Participants.
  - b. SECOND HALF RE-TEC PROJECT -- Provide Core & Intensive Services to fifty-four (54) Dislocated Worker Participants.
2. Enroll a minimum of one hundred twenty-nine (129) RE-TEC eligible participants into occupational skills training at any ETPL State approved training provider.
  - a. FIRST HALF RE-TEC PROJECT– Enroll into Training seventy-five (75) Dislocated Worker Participants.
  - b. SECOND HALF RE-TEC PROJECT– Enroll into Training fifty-four (54) Dislocated Worker Participants.
3. Place into unsubsidized employment a minimum of ninety-seven (97) RE-TEC participants.

4. Ensure that a minimum of eighty-two (82) RE-TEC participants will meet the six-month employment retention performance goal.

THE FOLLOWING ENROLLMENT INFORMATION WILL APPLY:

Targeted Group:	RE-TEC Eligible Individuals
Type of Referral:	Individual
Targeted Occupation:	Various
Selection Criteria:	Must be RE-TEC eligible
Site(s):	Within the San Mateo County Workforce Investment Area

**REVISED EXHIBIT B**  
**RE-TEC BUDGET PLAN**

**Contractor: County of San Mateo**

**1. Overall Compensation.**

**First Half RE-TEC Project**

- Core & Intensive Services, 64 Participants x \$2,000	\$128,000
- ITA Funds Set Aside	320,000
- Admin Costs, 8% of Core, Intensive, & ITA Amounts	<u>35,840</u>
First Half RE-TEC Project Compensation	<u>\$483,840</u>

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**Second Half RE-TEC Project**

- Core & Intensive Services, 54 Participants x \$2,000	\$108,000
- ITA Funds Set Aside	270,000
- Admin Costs, 8% of Core, Intensive & ITA Amounts	<u>30,240</u>
Second Half RE-TEC Project Compensation	<u>\$408,240</u>

**TOTAL COMPENSATION TO CONTRACTOR** \$892,080

**2. Fifty Percent Drawdowns.**

Contractor services outlined in this Agreement are being funded by the RE-TEC Grant awarded to City by the State of California (STATE). The STATE is releasing funds to City in two, fifty percent (50%) increments of \$3.6 million, for a total of \$7.2 million at completion. The City is in receipt of the first fifty percent (50%) increment of \$3.6 million, a portion of which will be paid to Contractor for RE-TEC services provided to City as set forth herein. The City shall not be obligated under this Agreement however, to compensate Contractor for the second fifty percent (50%) of RE-TEC services until such time as STATE releases said funds to City and City receives them. City shall notify Contractor in writing at time of receipt of these funds.



**3. Fee for Core and Intensive Services.**

Contractor will assess and enroll a minimum of one hundred twenty-nine (129) RE-TEC eligible participants into the RE-TEC program and will be reimbursed for Core and Intensive Services provided to sixty-four (64) clients in the First Half of RE-TEC and fifty-four (54) in the Second Half of RE-TEC. Such costs shall not exceed \$2,000 per participant and the total compensation under this Section is \$236,000.

Core and Intensive Services, and training costs provided to first eleven (11) RE-TEC enrollments shall be borne exclusively by Contractor out of their regular dislocated worker allotment.

**4. Individual Training Account Funds Set Aside.**

Participants, who receive services from Contractor under this Agreement, may also receive additional WIA-related training services from other contractors not specifically referenced in this Agreement. Payment for the costs of said training services shall be in the form of an Individual Training Account (ITA). City shall set aside and maintain the RE-TEC Grant funds it has received subject to the provisions of Paragraph 2 and Paragraph 6, Exhibit B of this Agreement, for the ITAs referenced herein. The total amount of RE-TEC Grant funds being set aside for this purpose, are \$590,000. These funds shall be distributed to serve a minimum of sixty-four (64) participants in the First Half of the RE-TEC project, and a minimum of fifty-four (54) participants in the Second Half of the RE-TEC project. Contractor shall spend an average of \$5,000 per participant for ITA training costs. The average ITA training cost per participant shall be determined by dividing the total amount of ITA funds set aside for Contractor, by the total number of participants receiving ITA funds.

**5. Administrative Costs.**

The Administrative costs to be paid to Contractor under this Agreement shall not exceed eight percent (8%) of the combined total costs of the Core and Intensive

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Services (\$236,000), and ITA Funds Set Asides (\$590,000). The total amount of Administrative Costs to be paid under this Agreement shall not exceed \$66,080.

6. **Maximum Amount of Compensation to Contractor.**

The maximum amount of compensation to be paid to Contractor directly under this Agreement for Core and Intensive Services and Administrative Costs shall not exceed \$302,080, subject to Paragraph 3, Exhibit B of this Agreement.

**REVISED EXHIBIT C  
MONTHLY INVOICE FORM**

**Contractor: County of San Mateo**

Invoice Period:

Invoice No.

<b>Cost Categories</b>	<b>Contract Total</b>	<b>This Invoice</b>	<b>Previously Invoiced</b>	<b>Amount Remaining</b>
<b>Summary of Services</b>				
<b>RE-TEC Project</b>				
<b>First Half</b>				
Core & Intensive Services	\$ 128,000			
ITA Funds Set Aside	320,000			
Administrative Costs*	35,840			
<b>First Half Total</b>	<b>\$ 483,840</b>			
<b>Second Half</b>				
Core & Intensive Services	\$ 108,000			
ITA Funds Set Aside	270,000			
Administrative Costs*	30,240			
<b>Second Half Total</b>	<b>\$ 408,240</b>			
<b>RE-TEC Project Totals</b>	<b>\$892,080</b>			

Prepared By:	
(Print Name)	Signature
Date	
Contact Tel. No.:	
WIN Approval:	Date:

\*Contractor shall provide City with detailed item expenditures for administrative costs when submitting invoices.