



THIRD AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

**SAN MATEO COUNTY CENTRAL
LABOR COUNCIL**

For the Period of

September 1, 2002 through June 30, 2004

Reference:
Workforce Investment Act 1998

Agency Contact Person:
Fred Stone,
Workforce Development Manager
(650)802-5181

**THIRD AMENDMENT TO THE AGREEMENT WITH
SAN MATEO COUNTY CENTRAL LABOR COUNCIL
FOR
OUTREACH SERVICES FOR THE SAN FRANCISCO AIRPORT PROJECT
AND SUPPORTIVE SERVICES FOR THE PACKARD GRANT**

THIS THIRD AMENDMENT TO AN AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Central Labor Council, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the Agreement with Central Labor Council was approved on September 24, 2002 to perform the professional services of outreach and improving delivery of services to displaced and under-employed workers in compliance with the Workforce Investment Act of 1998; and

WHEREAS, the Agreement has been amended on two previous occasions for the purpose of extending the term and increasing the amount; and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the David and Lucile Packard Grant project to April 30, 2004 and update the payment section to reflect this extension.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Section 1: **Exhibits** is hereby amended to read as follows:

Exhibit A: Program Description – Airport Grant

Exhibit A1: Program Description – The dates of the David and Lucile Packard Grant have been changed from September 1, 2002 through September 30, 2003 to September 1, 2002 through April 30, 2004

Exhibit B: Payment Schedule revised 12/03 hereby replaces the original Exhibit B

Exhibit B-1: Budget Detail – Airport Grant (revised 08/03)

Exhibit B2: Budget - The dates of the David and Lucile Packard Grant have been changed from September 1, 2002 through September 30, 2003 to September 1, 2002 through April 30, 2004

Exhibit C: Compliance with Section 504

Exhibit D: Program Monitoring

Exhibit E: Program Specific Requirements – General Provisions

Exhibit F: Equal Benefits Compliance Declaration

All other terms and conditions of the Agreement dated September 21, 2002, between the County and the Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors

ATTEST:

Date: _____

Clerk of Said Board

SAN MATEO COUNTY CENTRAL LABOR
COUNCIL:

By: Shelley Kessler
Shelley Kessler, Executive Secretary
Treasurer

Date: 12/11/03

**PAYMENT SCHEDULE
RATE AND TERMS OF PAYMENT**

**SAN MATEO COUNTY CENTRAL LABOR COUNCIL
AIRPORT PROJECT AND DAVID AND LUCILE PACKARD GRANT
PROJECT**

**Airport Project: July 1, 2003 through June 30, 2004
Packard Grant: September 1, 2002 through April 30, 2004**

A. Use of Funds

1. The Contractor shall use cost-reimbursable WIA funds only for the purposes and in the manner specified by the Workforce Investment Act and Regulations. WIA funds may not be used directly or indirectly as a contribution in order to obtain any federal grant funds without prior approval in writing from the Workforce Development Manager, Human Services Agency.
2. The County may withhold otherwise payable funds to recover amounts expended in any fiscal year in violation of WIA statutory or regulatory requirements.
3. All cost-reimbursable funds under this Agreement shall be recorded by the Contractor in such a way as to be readily reconcilable with the funds disbursed to enable the grantee to know on a current basis the amount of cash available for disbursement. The funds received under this Agreement shall be utilized exclusively for allowable disbursements.
4. In the event that invoices are, in the County's opinion, inconsistent with Exhibit A – Program Description, Exhibit B - Rate and Terms of Payment, Exhibit B1 – Budget Detail, or if other irregularities exist, County may withhold all or part of the funds under this Agreement until resolution of the inconsistencies/irregularities to County's satisfaction, provided that the County will not unreasonably withhold funds.
5. This funding does not include food vouchers. Food vouchers will be provided to SMCCCLC for Second Harvest as part of the Second Harvest contract.

B. Budget Modification

1. No payment shall be made for expenditures for a line item in excess of 10% of the total budget for that item without prior written approval of County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved, unless amended.
3. In the event of circumstances requiring a budget revision, Contractor shall submit to the Fiscal Officer a Request for Budget Revision as soon as the need is realized.
4. The Contractor shall obtain prior written approval from the County Contract Manager for proposed additional staff positions, any modification of salary or benefits, and equipment lease and/or purchase specified in the line item budget.

C. Method of Payment

1. Payment of Incurred Costs:

In FY 2002-03, the Contractor received \$100,000 for the Airport Project grant expenditures and \$65,000 for the David and Lucile Packard grant expenditures. The Contractor expended the full \$100,000 under the Airport Project grant for FY 2002-03, however, the Contractor did not expend any of the funds under the David and Lucile Packard grant in FY 2002-03. Funds from this grant are being extended to April 30, 2004.

An Additional \$100,000 has been approved for the Airport Project for FY 2003-04. Invoices for continuing Airport Project Services as described in Exhibit A shall be submitted monthly to the County on a cost reimbursement basis. Contractor will be reimbursed in accordance with the line items defined in Exhibit B-1. Copies of first source documentation shall be submitted with all reimbursement requests. Monthly invoices shall not exceed \$8,333 per month, unless approved by Fiscal Officer due to actual costs incurred. The total Agreement obligation for FY 2003-04 is \$100,000.

2. Payment Schedule for David and Lucile Packard Grant:

The Contractor has retained \$32,343.89 of the David and Lucile Packard grant for the start-up of services and initial period expenditures for FY 2003-04 as described in Exhibit A1 and has returned the balance of the grant to the County of San Mateo.

On January 15, 2004 the County shall pay the Contractor \$16,328.05 from the David and Lucile Packard grant for continuing services rendered as described in Exhibit A1 through January 14, 2004.

On March 15, 2004 the County shall pay the Contractor the remaining \$16,328.06 from the David and Lucile Packard grant for continuing services rendered through April 30, 2004 and as described in Exhibit A1.

Services rendered under the David and Lucile Packard Grant shall not exceed \$65,000. The Grant specifies that all services shall be completed by April 30, 2004. The Contractor shall submit a detailed summary of actual expenses for services rendered under the David and Lucile Packard grant by May 30, 2004. Any funds remaining from the grant will be refunded to the County.

3. Payment Schedule for Airport Grant:

Contractor shall submit an invoice within 15 calendar days after the end of each month for Airport Project Services unless a different due date is granted in writing by the Fiscal Officer. Contractor will be reimbursed within 15 days of submission.

Contractor may request for an advance payment from the County equivalent to 25% of the total budget, for start-up costs associated with staffing and program operation for the Airport portion of this contract. This request shall be in the form of an invoice. A report of actual costs shall be submitted to the County. Any unused funds shall be deducted from the following month's invoice.

Contractor shall thereafter submit a monthly invoice for cost reimbursement.

SAN MATEO COUNTY
MEMORANDUM

DATE: 9/9/02
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Deborah Jaeger
FAX: (650) 596-3478 PONY: HSA210
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Central Labor Council

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Employment and
Training Services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: This is a \$165,000 agreement for employment services. This Agreement is funded by the Governor's Discretionary Fund.

Priscilla Morse
Risk Management Signature

12-9-02
Date

Fidelity Bond = \$60,000

American Federation of Labor and
Congress of Industrial Organizations

WASHINGTON, D.C. 20006

Certificate of Coverage

This is to certify,

That subject to the terms, conditions and limitations of Labor Organization Bond Consolidated Form No. 558 68 25-3 executed by the Fidelity and Deposit Company of Maryland effective the first day of July 2002, in favor of the American Federation of Labor and Congress of Industrial Organizations, its Departments, State and Local Central Bodies, and Directly Affiliated Local Unions, indemnity is given against loss sustained:

Through the failure of any officer or employee of the Insured, acting alone or in collusion with others to discharge faithfully his duties in handling funds or other property of the insured as prescribed by law or by the Constitution and By Laws of the Insured, or by resolution of the Insured's governing body, adopted thereunder.

The amount of indemnity under Schedule A of the Bond on each officer and employee of


San Mateo County Central Labor Council, CA

is: \$60,000.00

The bond, which is continuous in form, is in full force and effect as of the date hereof and will continue in force until cancelled or terminated as provided therein.

This Certificate replaces any prior certificate(s) issued.

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By: 
John W. Harrison, Jr. Attorney in Fact

Dated: July 1, 2002

THIS CERTIFICATE IS EVIDENCE OF YOUR BOND COVERAGE —
PRESERVE WITH YOUR IMPORTANT PAPERS.