



FOURTH AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

**SAN MATEO COUNTY CENTRAL
LABOR COUNCIL**

For the Period of

September 1, 2002 through December 31, 2004

Reference:
Workforce Investment Act 1998

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

**FOURTH 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 FOURTH 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 three 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 and increase funding for the purpose of adding outreach and recruitment services.

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

1. 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 A2	(New) Program Description – Bay ABC Project
Exhibit B:	Payment Schedule revised 04/04 hereby replaces Exhibit B revised 12/03
Exhibit B-1:	Budget Detail – Airport Grant (revised 08/03)
Exhibit B-2:	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

2. Section 3: **Payments**, paragraph A is hereby amended to read as follows:

Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, A1 and A2, the amount that the County shall be obligated to pay for services is increased by \$15,000 for services under the Bay ABC project effective upon the execution of this Fourth Amendment. Services rendered under this Agreement shall not exceed \$280,000.

3. Section 17: **Term of the Agreement** is hereby amended to read as follows:

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 1, 2002 through December 31, 2004.

This Agreement may be terminated by Contractor, Director of Human Services Agency or her designee at any time upon thirty (30) days written notice to the other party.

Should Contractor fail to perform the covenants contained herein at the time and in the manner herein provided. County may at that time or any time thereafter terminate this Agreement upon written notice. In the event of such termination, County may immediately proceed with the work to be performed under this Agreement in any manner deemed proper by the County. County may at its sole discretion, deduct from the total amount paid to the Contractor under this Agreement, all or part of the cost associated with completion of such work.

4. All other terms and conditions of the Agreement dated September 21, 2002, subsequent Amendments 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: _____
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: 5/14/04

**Description of Services for
The Bay ABC Project**

The Bay ABC Project will prepare dislocated workers for careers in the bioscience and life sciences industries by providing core and intensive services, training, follow-up, paid work experience and internships with private employers. San Mateo County will partner with other employers and community colleges to replicate this curriculum throughout the Bay Area.

In providing services under the Bay ABC Project the Contractor will:

1. Provide outreach, job development and placement services;
2. In preparation for the Biotech class offered by Skyline to commence on August 20, 2004, provide outreach and recruitment, and will refer a minimum of fifteen (15) dislocated workers who are pre-qualified for enrollment consideration. Of the fifteen (15) referred, at least five (5) must be enrolled in the class;
3. Contact one or more biotech employers, other than Genentech, to identify potential job openings; and
4. Place up to five graduates from any of the biotech classes offered by Skyline in biotech firms, other than Genentech.

**PAYMENT SCHEDULE
RATE AND TERMS OF PAYMENT**

SAN MATEO COUNTY CENTRAL LABOR COUNCIL

**AIRPORT PROJECT, DAVID AND LUCILE PACKARD GRANT
PROJECT AND BAY ABC PROJECT**

Airport Project: July 1, 2003 through June 30, 2004

Packard Grant: September 1, 2002 through April 30, 2004

**Bay ABC Project: Execution of Fourth Amendment through
December 31, 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, A1 and A2 – Program Descriptions, Exhibit B - Rate and Terms of Payment, Exhibit B1 and B2 – Budget Details, 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 SMCCLC 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.

4. **Payment Schedule for Bay ABC Project:**

The County shall pay Contractor a start-up cost of \$7,500 upon execution of the Fourth Amendment and upon receipt of invoice. The County shall pay the Contractor an additional amount not to exceed \$7,500 upon completion of services and invoice for actual costs incurred. Services for this project may not exceed \$15,000.

RISK MGMT. 413 303 4884 7.2/02

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

SWACC	CERTIFICATE OF COVERAGE	ISSUE DATE 06/24/03
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ADMINISTRATOR: Keenan & Associates 97 South 2nd Street, Suite 300 San Jose, CA 95113	LICENSE # 0451271	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.
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COVERED PARTY: BAY AREA CCD JPA San Mateo Co. Community College Dist. 3401 CSM Drive San Mateo, CA 94402 ATTN: Suki Chang	ENTITIES AFFORDING COVERAGE ENTITY A Statewide Assoc. of Community Colleges
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THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SWC009019	07/01/03 07/01/04	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC009019	07/01/03 07/01/04	\$100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE & FLOOD	SWC009019	07/01/03 07/01/04	\$250,000	\$ 150,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC009019	07/01/03 07/01/04	\$5,000	\$ Included EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:
 Partnership between Skyline and County of San Mateo for the Airport project.

CERTIFICATE HOLDER: County of San Mateo 400 Harbor Blvd Building B Belmont, CA 94002 ATTN: Debra Jaeger	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT SHALL BE RESPONSIBLE FOR NOTIFYING THE POLICYHOLDER OF THE CANCELLATION OF THE POLICY BY THE POLICY AGENT OR REPRESENTATIVE. <div style="text-align:right;">  AUTHORIZED REPRESENTATIVE </div>
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A.C.# 30977

STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
San Mateo Co. Community College Dist.	SWC009019	KEENAN & ASSOCIATES


Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of San Mateo
400 Harbor Blvd Building B
Belmont, CA 94002

As Respects:

Partnership between Skyline and County of San Mateo for the Airport project.



Authorized Representative