

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
JOBTRAIN, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JOBTRAIN, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for employment, training and other services as a PeninsulaWorks One-Stop Career Center on June 8, 2010; and

WHEREAS, the parties amended the Agreement to extend the term by one year to June 30, 2014 on June 25, 2013.

WHEREAS, the parties now wish to further amend the Agreement to add funding for FY 2013-14, in the amount of \$248,000.

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

1. Section 1 – Exhibits and Attachments is Amended to read as follows:

Exhibit A: Description of Services
Exhibit B: Rates and Payments
Exhibit B1: Rates and Payments for 2013-14
Exhibit C: Participant Level of Performance
Exhibit C1: Participant Level of Performance for 2013-14
Exhibit D: Budget for FY 2010-13
Exhibit D1: Budget for FY 2013-14
Exhibit E: Workforce Investment Act Program Specific Requirements
Attachment I: §504 Compliance
Attachment J: Contractor's Declaration Form

2. Section 2 – Services to be performed by Contractor is Amended to read as follows:
In consideration of the payments set forth herein and in Exhibits "B" "B1" "D" and "D1"
Contractor shall perform services for County in accordance with the terms, conditions

and specifications set forth herein and in Exhibit "A."

3. Section 3 – Payments of the Agreement is Amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B" "B1", "D" and "D1". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Nine Hundred Ninety Two Thousand Dollars, (\$992,000).

4. Exhibit B1 – Rates and Payments is added to the Agreement.
See Attached
5. Exhibit C1 – Participant Level of Performance is added to the Agreement.
See Attached
6. Exhibit D1– Budget is added to the Agreement.
See Attached
7. All other terms and conditions of the Agreement dated June 8, 2010, and Amended June 25, 2013, between the County and 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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JobTrain, Inc.

Contractor's Signature

Date: 10/9/2013 _____

Payment Schedule

**JobTrain, Inc
July 1, 2013 through June 30, 2014**

In consideration of the services provided by Contractor shown in Exhibits "A", "C", "C1" and "E," County shall pay Contractor based on the following fee schedule as set forth in Exhibits "D" and "D1".

A. Use of Funds

1. The Contractor will use cost-reimbursable WIA funds only for the purposes of, and in the manner specified by the Workforce Investment Act (WIA) 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 Manager of Workforce Development.
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 will be recorded by the Contractor in such a way as to be readily reconcilable with funds disbursed. The funds received under the Agreement will be utilized exclusively for allowable disbursements.

B. Budget Modification

1. No payment will be made for expenditures for a line item in excess of 10% of the total budget for that item without prior written approval of the County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved.
3. In the event of circumstances requiring a budget revision, Contractor will submit to the County a request for budget revision as soon as the need is realized. Budget requests must be approved in writing by County Staff before any changes in expenditures will be reimbursed.
4. Contractor will obtain prior written approval from the County for proposed additional staff positions, any modification of salary or benefits, or any equipment lease and/or purchase specified in the line item budget.

C. Method of Payment

1. Payment of Incurred Costs

Invoices will be submitted monthly to the County for actual costs incurred. Contractor will be reimbursed in accordance with the line items defined in Exhibit D1 for FY 2013-14, in accordance with the budget report to be submitted by Contractor as shown in paragraph 3 below. Copies of first source documentation will be submitted with all reimbursement requests.

The County's obligation will be for the actual costs of wages, fringe benefits and other costs of the persons employed under the contract, and other operating costs specifically approved by the County.

Any funds disbursed in excess of the County's obligation for actual reimbursable costs will be returned to the County within 45 days of termination of the Agreement by check made payable to the County of San Mateo. The check must be hand-delivered or sent by registered mail. The check must be certified if the Contractor has no existing or current agreement with the County.

2. Payment of Administrative Costs

There is no allowance for administrative expenses with One-Stop Career Center and Work First activities.

3. Payment Schedule

Contractor will submit an invoice within 15 calendar days after the end of each month unless a different due date is granted in writing by the County.

The rate of payment for a twelve month period is \$248,000. The County will pay Contractor monthly for costs accrued as described in paragraph 1, which may not exceed \$248,000 annually or \$992,000 over the term of the Agreement, upon receipt and approval of invoices, for services described in Exhibits A, C1. Budget revisions may be requested of the Contractor by the County at any time during the term of the Agreement. The Contractor will have ten (10) days to submit requested revisions. Failure to submit revision will result in any outstanding payments being held until the revisions are submitted and approved by the County.

Exhibit C1**Participant Level of Performance**

JobTrain, Inc
July 1, 2013 through June 30, 2014

Projected Participants and Performance Targets for
PeninsulaWorks – Menlo Park
One-Stop Career Center

WIA Common Measures	FY 2012-13	FY 2013-14
Adult Entered Employment	78%	79%
Adult Employment Retention	84%	85%
Adult Average Earnings	\$16.50/hour	\$16.75/hour
Dislocated Worker Entered Employment	84%	85%
Dislocated Worker Employment Retention	89%	90%
Dislocated Worker Average Earnings	\$17.50/hour	\$17.75/hour
Total Participants	135	135

JobTrain
Exhibit D1 - Peninsula Works/One Stop - Menlo Park
FY 2013-14 Budget

Description		Cost Allocation		
		Adult (55%)	Dislocated Worker (45%)	
Personnel				
Counselors	3 FTEs at 50%	63,000	\$ 34,649	\$ 28,351
Info. Specialists	.50 FTE	20,250	\$ 11,138	\$ 9,112
Peninsula Works Coordinator	.50 FTE	32,500	\$ 17,875	\$ 14,625
Database & MIS Coordinator	.30 FTE	17,350	\$ 9,542	\$ 7,808
Program Data/ Registration Specialist	.40 FTE	16,600	\$ 9,130	\$ 7,470
Assessment Specialist	.20 FTE	15,000	\$ 8,250	\$ 6,750
Total Salaries		164,700	\$ 90,584	\$ 74,116
Benefits @ 27%		44,468	\$ 24,458	\$ 20,010
Total Personnel		209,168	\$ 115,042	\$ 94,126
Client Support				
Supportive Services (Transportation, Child Care and Other)		18,000	\$ 11,000	\$ 7,000
Total Client Support		18,000	\$ 11,000	\$ 7,000
Other Direct Costs				
Program Supplies and Materials	\$1000/month	11,299	\$ 6,214	\$ 5,085
Recruitment, Outreach, Workshops, etc.	\$10/month	1,000	\$ 550	\$ 450
Total Other Direct Costs		12,299	\$ 6,764	\$ 5,535
Operating Costs				
Employee Travel, Mileage and Expense	\$25/month	300	\$ 165	\$ 135
Resource Center (1014 sq. ft. @ \$2.62 x 12 x 25.8%)	\$685/month	8,225	\$ 4,524	\$ 3,701
Monthly rate (up to \$8.00)		8	4	4
Total Operating Costs		8,533	\$ 4,693	\$ 3,840
Total Expenses		248,000	137,499	110,501

Note: "All budgeted expenses are Program Costs."