

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 Forty-Five Thousand Dollars (\$445,000)."

2 3. The Statement of Work attached to the Contract as Exhibit "A" is
3 hereby amended and replaced with Exhibit "A-1", attached hereto and incorporated herein.

4 4. Except as expressly modified herein, all of the terms and conditions
5 contained in Contract No. 36119 are ratified and confirmed and shall remain in full force
6 and effect.

7 IN WITNESS WHEREOF, the parties hereto have caused these presents to
8 be duly executed with all the formalities required by law on the respective dates set forth
9 opposite their signatures.

PACIFIC HARBOR LINE, INC., a Delaware
corporation

10
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12 May 16, 2022

By OL Gillett II
Name OL Gillett II
Title President

13
14 March 30, 2022

By Katena Guimaraes
Name Katena Guimaraes
Title Manager of Admin & HR

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

15
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18
19 August 17, 2022

By Linda J. Jarama
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

20
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22 This First Amendment to Contract No. 36119 is approved as to form on

23 June 1, 2022.

24
25 CHARLES PARKIN, City Attorney

26 By Michael
Deputy

EXHIBIT "A-1"

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Pacific Gateway Workforce Innovation Network

Scope of Service

First Amendment

Training Provider	Pacific Harbor Lines
Term	8/15/18 – 12/31/22
Amount/Award	\$445,000
Master Agreement	CFDA Nos. 17.258,17.278, 17.277, 17.268

Administered by the City of Long Beach, Pacific Gateway Workforce Innovation Network (Pacific Gateway) shall enter into an Agreement with **Pacific Harbor Lines**, hereinafter referred to as the Employer, to administer and deliver the services described in this Agreement.

SCOPE OF SERVICE

ON-THE-JOB TRAINING (OJT)

Pacific Gateway agrees to reimburse the Employer for the extraordinary costs associated with training Pacific Gateway participants. As a requirement of the OJT, the Employer agrees to provide a structured training learning environment providing participants the opportunity to gain the necessary knowledge and skills to be competent.

TRAINING AUTHORIZATION

The Training Provider understands that Pacific Gateway must authorize training before participants are hired by the employer and begin the OJT. Prior to the start of training, Pacific Gateway and the Employer must enter into an OJT Agreement which outlines the occupation the participant will be trained, the training activities, the number of training hours, the participant's hourly rate, and the employer's reimbursement amount.

COST AND REIMBURSEMENT

The total amount reimbursed to the Employer, shall not exceed the amount as documented in the OJT Agreement.

In no event shall Pacific Gateway reimburse the Employer more than the actual and reasonable costs for providing the training. Reimbursement will be limited to costs incurred during the basic 32 – 40 hour work week and deemed to be compensation for the extraordinary costs associated with the training. Reimbursement may not be based on overtime, shift differential, premium pay, and other non-regular wages such as illness, holidays, plant downtime, or other events in which no training occurs. No monies will be paid for those participants who are laid off or terminated by the Employer, through no fault of the participant, prior to completion of training and entering unsubsidized employment.

PERFORMANCE

Participants must be provided benefits and working conditions at the same level and to the same extent as other participants or regular employees working a similar length of time and doing the same type of work.

Participants are required to be monitored by Pacific Gateway staff at the mid-point of the training agreement. An on-site monitoring visit must be conducted and ensure that training objectives are being met according to the participant's training plan. Any issues identified during the monitoring review must be addressed, resolved and documented within a timely manner. Noncompliance or deviations to the OJT Agreement may result in a Corrective Action(s).

PROVIDER ASSURANCES

Participants must be compensated by the Employer at the same rates, including periodic increases, as participants or regular employees who are employed in similar occupations by the same Employer and who have similar training, experience, and skills. Such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 (a)(1)) or the applicable State or local minimum wage law.

Participants shall be hired/retained as regular full-time employees upon successful completion of the training. Hiring is subject to the availability of a position and the same conditions of employment as the Employer's other regular employees performing similar work.

The OJT activity shall not be subcontracted. Any attempt to delegate duties under this Agreement shall be void and shall permit Pacific Gateway to immediately terminate this Agreement.

The Employer shall comply with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:

- That which prohibits discrimination against all individuals on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including LEP), age, disability, political affiliation or belief, and against beneficiaries, applicants, and participants only, on the basis of citizenship status;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

INVOICING

The Employer shall submit invoice(s) for payment of training costs to Pacific Gateway. The Employer must provide copies of payroll or time and attendance records to support amounts claimed for reimbursement. The On-the-Job Training Placement Form must be submitted with the final invoice. This Form certifies the participant has successfully completed the training activity and has attained necessary skills ensuring proficiency in the occupation for which the training is being provided, and/or within an occupation that requires the same/similar skill standards. Failure to submit the On-the-Job Training Placement form may result in a delay in payment. Employer shall ensure that the participant's name, as well as the funding source, is referenced on the invoice.

Reimbursement for agreements with a duration of or less than eight weeks will be processed upon 30 days of successful retention of the participant.

OJTs with a term duration greater than eight weeks will be processed in two payments: 50% for activities completed at the mid-point of training and 50% upon 30-day successful retention of the participant. Employers will not be penalized for unsuccessful termination(s) and/or retention(s) through no fault of their own.

RECORD MAINTENANCE

Maintenance of records (including books, papers and computer data, timesheets, attendance and payroll records, and canceled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the participant shall be made available to representatives of Pacific Gateway, and applicable State and Federal agencies/representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The right also includes the reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the participant.

Maintain the confidentiality of any information regarding participant, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of Pacific Gateway, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.

CONTINUATION OF AGREEMENT

This Agreement is subject to WIOA rules and regulations and the availability of WIOA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIOA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.