

South Bay Center for Counseling **31859**
&
Pacific Gateway Workforce Investment Network

2010 Veterans Employment Assistance Program
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered between the South Bay Center for Counseling (SBCC) and the City of Long Beach on behalf of the Pacific Gateway Workforce Investment Network (PGWIN). The purpose of this MOU is to assist in recruiting and placing eligible veterans in employment through SBCC's VEAP (Veterans Employment Assistance Program) grant with the goals of increasing the economic viability of the VEAP program and participants. PGWIN is a partner of SBCC's Energy Pathway Program and has agreed to refer participants to the Energy Pathways Program and the Urban Teacher Fellowship training programs.

The MOU is for the period July 14, 2010 – June 30, 2012 and shall be entered into upon mutual agreement of both parties.

SCOPE OF WORK

PGWIN shall coordinate and deliver the following scope of work on behalf of the SBCC for the delivery of the VEAP program.

1. For the purpose of this MOU, the term "eligible veteran," as defined in the United States Code, Title 38, Part I, Chapter 1, Section 101, refers to a person who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable and eligible spouses of veterans as defined in the Jobs for Veterans' Act (Public Law 107-288).
2. PGWIN will refer a total of 40 eligible veterans.
3. Veterans referred will meet program eligibility criteria as provided by SBCC.

COSTS FOR SCOPE OF WORK

SBCC will provide funding in the amount of \$1,379.55 per eligible veteran referred for a maximum not to exceed \$55,182.

PGWIN INVOICING FOR PAYMENT

PGWIN shall submit an invoice to SBCC for every 10 eligible veterans they refer. SBCC shall pay PGWIN the amount of such billing within 30 days of receipt of same. PGWIN is allowed to cancel agreement within 15 days of written notice of the lack of payment past 60 days, if PGWIN has first provided SBCC with ten (10) days written notice for lack of payment and SBCC has failed to make payment during said ten day period, and the amount is not in dispute.

CHANGES IN SCOPE OF WORK

SBCC shall have the right to order, in writing, changes in the scope of work or under the services to be performed with any applicable version of the compensation paid hereunder agreed upon by SBCC and PGWIN. Any adjustments to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

Disclaimer

This Agreement combines efforts of both parties to promote the education and job training of VEAP participants and shall not be interpreted as a contract or exclusive agreement between or endorsement of the opinion, products, or services of partner organizations.

PGWIN/Contact:

Bryan S. Rogers
Executive Director
Pacific Gateway Workforce Investment Network
3447 Atlantic Ave.
Long Beach, CA 90807
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(562) 570-3704 Fax

SBCC Program Manager/Contact:

Jamie Rimphanli
Program Manager
Energy Pathways Program
360 N. Sepulveda Blvd. Suite 2075
El Segundo, CA 90245
(310) 414-2090 Phone
(310) 414-2096 Fax

In WITNESS THEREOF, the parties to this MOU execute the agreement.

Colleen Mooney

8/3/10
Date

Colleen Mooney
Executive Director
South Bay Center for Counseling
360 N. Sepulveda Blvd. Suite 2075
(310) 414-2090 Phone
(310) 414-2096 Fax

[Signature]

Assistant City Manager

7.28.10
Date

Patrick H. West
City Manager
City of Long Beach
333 W. Ocean Blvd., 13th Floor
Long Beach, CA 90802
(562) 570-5029 Phone
(562) 570-7650 Fax

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

APPROVED AS TO FORM
July 19, 20 *10*
By *[Signature]*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY