

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

FOURTH AMENDMENT TO CONTRACT NO. 36121
36121

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3 THIS FOURTH AMENDMENT TO CONTRACT NO. 36121 is made and
4 entered into effective as of June 29, 2023, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 July 13, 2021, by and between TMG - THE MUNOZ GROUP dba TMG ANDREW MUNOZ,
7 a sole proprietorship ("Contractor"), with offices located at 541 Termino Avenue, Long
8 Beach, California 90814, and the CITY OF LONG BEACH, a municipal corporation ("City")
9 and administering entity for Pacific Gateway Workforce Innovation Network.

10 WHEREAS, City and Contractor (the "Parties") entered into Contract No.
11 36121 (the "Contract") whereby Contractor agreed to provide training and employment
12 services to Long Beach residents and job seekers; and

13 WHEREAS, the Parties entered into a First Amendment to the Contract to
14 increase the authority for a total amount not to exceed Sixty-Five Thousand Dollars
15 (\$65,000), and to attach an updated Scope of Work; and

16 WHEREAS, the Parties entered into a Second Amendment to extend the
17 term of the Contract to June 30, 2023, increase the authority for a total amount not to
18 exceed Eighty Thousand Dollars (\$80,000), and attach an updated Scope of Work; and

19 WHEREAS, the Parties entered into a Third Amendment to increase the total
20 Contract amount to One Hundred Eighty Thousand Dollars (\$180,000), and attach an
21 updated Scope of Work; and

22 WHEREAS, the Parties desire to add Fifteen Thousand Dollars (\$15,000) to
23 the total Contract authority amount, extend the term by one (1) additional one-year term,
24 and attach an updated Scope of Work;

25 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
26 conditions herein contained, the Parties agree as follows:

- 27 1. Section 2.A. of the Contract is amended to read as follows:
28 "A. The term of this Contract ("Term") shall be deemed to have

1 commenced as of July 13, 2021, and unless sooner terminated pursuant to the provisions
2 hereof, shall terminate on June 30, 2024. The term may be extended for two (2) additional
3 one-year periods, - at the discretion of City Manager. Either of the parties hereto shall have
4 the right to terminate this Contract in its entirety at any time during the Term for any or no
5 reason whatsoever by giving fifteen (15) days prior written notice of termination to the other
6 party. City shall have the additional right to cancel any part of this Contract at any time
7 during the Term for any reason whatsoever by giving fifteen (15) days' notice of such
8 cancellation to the Contractor."

9 2. Section 5.A. of the Contract is hereby amended to read as follows:

10 "A. The total amount which shall be payable by City to Contractor for
11 Contractor's allowable services during the Term shall not exceed One Hundred Ninety-
12 Five Thousand Dollars (\$195,000)."

13 3. The Scope of Work attached as Exhibit "A-3" in the Third Amendment
14 to the Contract is hereby amended and replaced by Exhibit "A-4", attached hereto and
15 incorporated by this reference.

16 4. Except as expressly modified herein, all of the terms and conditions
17 contained in Contract No. 36121 are ratified and confirmed and shall remain in full force
18 and effect.

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

TMG - THE MUNOZ GROUP dba TMG
ANDREW MUNOZ, a sole proprietorship

July 6TH, 2023

By [Signature]
Name ANDREW MUNOZ
Title PRINCIPAL

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 20, 2023

By [Signature]
City Manager

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

"City"

This Fourth Amendment to Contract No. 36121 is approved as to form on

July 18, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

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

EXHIBIT "A-4"

Pacific Gateway Workforce Innovation Network

Scope of Work (SOW) – 4th Amendment

Project/Activity	One-Stop Operator—America’s Job Centers of California & Grant Writing/Project Development
Contractor	TMG - The MUNOZ Group dba TMG Andrew Munoz (Hereinafter referred to as “Contractor”)
Term	July 13, 2021 to June 30, 2024
Amount/Award	\$195,000.00
Funding Source/ CFDA Number Agreed Upon Rate: \$100/per hour	Workforce Innovation and Opportunity Act (WIOA): Adult and Dislocated Worker

Administered by the City of Long Beach Economic Development Department (ED), Pacific Gateway Workforce Innovation Network (Pacific Gateway) shall contract with TMG Andrew Munoz, hereinafter referred to as Contractor, to administer and deliver the services described in this Agreement.

I. SCOPE OF WORK AND PROJECT BUDGET

Under this Agreement, Contractor agrees to perform the following deliverables as part of the project:

Task	Deliverable/Service	Rate Per/ Hour
<p>One-Stop Operator – America’s Job Centers of California (AJCC)</p>	<ul style="list-style-type: none"> • Ensure compliance among co-located and mandated Workforce Innovation and Opportunity Act (WIOA) partners, in alignment with the Memorandum of Understanding (MOU); • Assess performance data on WIOA Adult, Dislocated Worker, and target-population/WIOA programs and services to identify trends, gaps in service, training investments, and performance targets; • Present, annually to the Pacific Gateway Workforce Development Board (Board), a status on WIOA performance, enrollment patterns and trends, MOU status, and other data, and help draft a written brief to the Board; • Convene and facilitate a quarterly meeting of all AJCC partners or as needed; • Participate in the Board’s Performance Working Group, as requested; • Serve as an external, objective partner to provide direction, input, or guidance on the Board’s compliance on various WIOA-related compliance requirements with the State, as needed; and • Attend quarterly Board meetings. 	<p>Quarterly Rate \$3,750</p> <p>\$100/per hour</p>

Grant Writing / Project Development	<ul style="list-style-type: none"> • Develop and assist response to local, state, corporate, and foundation opportunities for grant proposals • Program design, application development, and implementation once funded 	<i>\$125/per hour</i>
Project Management	<ul style="list-style-type: none"> • Support and assist program staff to establish and track program goals, meet contract deliverables and outcomes • Manage projects and related activities within given time constraints and budget; • Consult and lead efforts of team associated with various projects ensuring alignment with project goals and deliverables; • Participate in regular meetings with Pacific Gateway staff and partners and communicate individually with team members on program activities, as appropriate. • Coordinate with internal staff and service providers to connect customers to employment and job training services; • Support and assist program staff in coordinating and delivering program services, including enrollment activities; and • Conduct periodic project and post-project reviews to ensure project goals and milestones are on track. 	<i>\$85/per hour</i>

This Scope of Work can be amended by Pacific Gateway at any point in time to ensure prompt project deliverables.

II. PROJECT SUMMARY

In accordance with this Agreement, the Contractor shall meet key objectives to support and provide oversight to the WorkPlace, One-Stop (AJCC), Grant Writing/Project Development and Project Management. The primary goal of the Contractor is to create a seamless system of partners among workforce development to meet the needs of employers and job seekers in the local workforce development area. In addition, work closely with internal and partnering staff to ensure that services are coordinated, facilitated, promoted, designed, and expedited in a highest quality customer-friendly manner while providing nonduplicative, and uniform services.

III. PROJECT PERFORMANCE REQUIREMENTS

The Contractor must maintain documentation relative to the service deliverables. The Contractor must submit to Pacific Gateway a summary of all project activities. Failing to complete the service deliverables or underperformance by the Contractor, during the agreed term, shall permit Pacific Gateway to unilaterally cancel this Agreement or, in the alternative, de-obligate funds up to the amount of the expenditure.

Pacific Gateway may review or monitor, at their discretion, the Contractor to ensure that service deliverables have been rendered in the agreed timeframe. The

Contractor agrees that if they are unable to fulfill the obligations of this Agreement, they will immediately notify Pacific Gateway in writing.

IV. ADMINISTRATIVE AND TECHNICAL ASSISTANCE

Pacific Gateway may provide administrative and technical assistance, if needed, to the Contractor to ensure that service deliverables are in alignment with the Agreement standards and goals. Administrative and technical support includes, but not limited to, project overview, meetings (in-person, phone, email, or virtual meeting platform), and technical assistance.

V. FINANCIAL REPORTING/INVOICING

Pacific Gateway will provide the funding for this service in the estimated expected amount of **\$195,000.00**. Payments are subject to the attainment of critical deliverables noted in Section A above. Reports may be requested demonstrating progress toward these deliverables with each invoice, as verified by Pacific Gateway. The Contractor will ensure invoices are accurate and submitted as services are rendered or the project is complete. Invoice(s) should be submitted quarterly and must be delivered to Pacific Gateway, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815, *Attention: Karla Olivas*.

VI. COMPLIANCE

1. Contractor shall adhere to the general conditions as outlined in the City of Long Beach Purchase Order during the duration of the Agreement.
2. Pacific Gateway will directly communicate with the Contractor to resolve any conflict or disputes related to completing the project in a collaborative effort and at the lowest level of dispute resolution possible. Should resolution efforts fail, the dispute shall be referred to the City Attorney, as outlined in the City of Long Beach Purchase Order.

VII. GENERAL INFORMATION

A. Unallowable Activities and Costs:

The Contractor may not perform or be involved in the following activities or functions, or payment may be disallowed:

1. Convene system stakeholders to assist in the development of the local plan.
2. Prepare and submit local plans.
3. Be responsible for oversight of itself.
4. Manage or significantly participate in the competitive selection process of AJCC Operators.

5. Select to terminate AJCC Operators, Adult and Dislocated Worker Career Services Providers, and Youth Providers.
6. Negotiate local performance accountability measures.
7. Develop and submit a budget for activities of the Local Board in the Local Area.

The Contractor shall comply with the following Federal guidelines:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
 - b. No WIOA funds are to be used to assist, promote, or deter union organizing.
 - c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
 - d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
 - f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

B. WIOA Contract Clauses

The Contractor shall administer the services within the policies and procedures mandated by the Workforce Innovation and Opportunity Act of 2014, and agree to comply with the following contract clauses, as applicable, during the duration of the Agreement period:

- a. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
- b. Termination for Cause and for Convenience
- c. Maintenance of Records for seven (7) years 20CFR §200.318(i);
- d. Access to Contractor's Records (§200.336(a))
- e. Compliance with Equal Employment Opportunity Act provisions identified in 41 CFR Part 60;
- f. The Americans with Disabilities Act of 1990;
- g. Compliance with the Contract Hours and Safety Standards Act (40 U.S.C 3701-3708)
- h. The Clean Air Act and Environmental Protection Agency regulations;

- i. The State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act;
- j. The Bryd Anti-Lobbying Amendment;
- k. The Veteran's Priority Provisions;
- l. The Whistleblower Protection;
- m. The Buy American Requirements;
- n. The Debarment and Suspension requirements;
- o. The Copeland "Anti-Kickback" Act;
- p. The Davis-Bacon Act as amended (40 U.S.C 3141-3148);
- q. Labor Standards Provision;
- r. Rights to Inventions Made Under a Contract or Agreement;
- s. The Solid Waste Disposal Act and 40 CFR Part 247; and
- t. Drug Free Workplace Act of 1988

C. Nondiscrimination and Equal Opportunity

The Contractor shall comply will applicable nondiscrimination and equal opportunity provisions of the laws of the United States of America, the State, the City, including the following:

- a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I financially assisted program or activity.
- b. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

The Contactor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

D. Nepotism

Contractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Contractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

E. Incident Reporting

All Contractors that receive funding from Pacific Gateway's Workforce Development Board must establish, document, and implement procedures to immediately notify Pacific Gateway Workforce Development Officer of any suspected or proven, fraud, abuse, or other criminal activity involving WIOA-funded activities. For additional procedures for reporting incidents please review the Pacific Gateway Incident Reporting Policy. [*Policy Number: P-WIOA-IR-2.A*]

F. Whistleblower Protection

Each Contractor and their sub-contractor (if applicable) awarded funds made available under WIOA and similar funds shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, Contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

VIII. CONTINUATION OF AGREEMENT:

Continuation of this Agreement is contingent upon the satisfactory achievement of the standards and goals of the Agreement as determined by Pacific Gateway and/or availability of funds. If the Contractor cannot fulfill the obligations of this Agreement, the Contractor must notify Pacific Gateway's Workforce Development Officer in writing immediately.

IX. ADDITIONAL REQUIREMENTS/REFERENCES (CODE OF FEDERAL REGULATIONS)

Contractor shall adhere to the *Code of Federal Regulations Title 2 Part 200 and 2900 (DOL Exceptions): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*