

**SECOND AMENDMENT TO STANDARD CONTRACT PY-23-003
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

This Second Amendment ("Second Amendment") is entered into as of the first day of July 2025, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2023 (the "Contract"), in which Contractor agreed to serve as the Employer of Record for Work Experience clients for the WDB through June 30, 2024. The contract was amended July 1, 2024 to extend the contract through June 30, 2025.
- B. WDB now needs to extend the Contract for services for twelve months, through June 30, 2026.

This Second Amendment represents a twelve-month extension of the Contract and an increase of \$85,775 for services for a cumulative total of \$337,563 (\$137,380 from the original contract, \$114,408 for the First Amendment, and \$85,775 for this Second Amendment).

- C. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Term of Agreement.

Section 2 has been deleted in its entirety and replaced with:

The term of this contract is: July 1, 2023, through June 30, 2026

B. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$337,563 (\$137,380 from the original contract, \$114,408 for the First Amendment, and \$85,775 for this Second Amendment).

3. Scope of Work (Exhibit A)

A. Contractor Responsibilities

Section 2, Service Activities, item ii, On-Boarding, has been revised to include the following addition:

- f. Provide pre-employment screening, including criminal background checks and drug screening at the request of WDB, prior to on-boarding.
 - WEX client will only be subject to such screening when WDB or Worksite employees are also subject to screening for the same or similar positions
 - Pre-employment screenings not conducted by Contractor will not be accepted

B. WDB Responsibilities

Section 1, Service Activities, item i, Roles and Responsibilities, has been revised to include the following additions:

- j. WDB will ensure WEX clients are eligible to participate in and remain eligible while participating in the Career Catalyst Program.
- k. WDB shall ensure WEX clients working remotely will be compensated no less than the minimum wage applicable to the locality where the WEX client is performing work. If the work follows a hybrid

model, the WEX client will be entitled to the higher minimum wage applicable to the worksite location and the locality where the WEX Client is performing remote work.

- I. WDB shall submit a pre-employment screening request prior to on-boarding, if needed.

4. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

SERVICE COMPONENT	DELIVERY PERIOD	FEE
Wages for 19 participants at \$17.10/hour for 300 hours per participant	July 1, 2023 – June 30, 2024	\$97,470
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	July 1, 2023 – June 30, 2024	\$11,696
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	July 1, 2023 – June 30, 2024	\$4,874
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	July 1, 2023 – June 30, 2024	\$1,900
18.8% Program Management Fee (invoiced on actual wages and taxes paid)	July 1, 2023 – June 30, 2024	\$21,440
Wages for 14 participants at \$17.10/hour for 300 hours per participant	July 1, 2024 – June 30, 2025	\$79,200
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	July 1, 2024 – June 30, 2025	\$9,504
8% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	July 1, 2024 – June 30, 2025	\$6,336
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	July 1, 2024 – June 30, 2025	\$1,500
18.8% Program Management Fee (invoiced on actual wages and taxes paid)	July 1, 2024 – June 30, 2025	\$17,868
Wages for 11 participants at \$18.15/hour for 300 hours per participant	July 1, 2025 – June 30, 2026	\$59,895
11% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	July 1, 2025 – June 30, 2026	\$6,588
8% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	July 1, 2025 – June 30, 2026	\$4,792
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	July 1, 2025 – June 30, 2026	\$1,100
18.8% Program Management Fee (invoiced on actual wages and taxes paid)	July 1, 2025 – June 30, 2026	\$13,400
TOTAL		\$337,563

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by Contractor. Contractor will not be reimbursed for any out-of-pocket costs.
2. WDB is responsible for compensating Contractor for any services performed and/or employee benefit cost(s) incurred by WEX client that are not listed in above budget table, but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours

worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.

3. WDB is responsible for compensating Contractor for all pre-employment screenings, including criminal history background checks, live scans, drug screens or other pre-employment screening that is requested and/or required.
4. Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President of his/her designee.
5. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate its claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
6. The maximum payment under the terms of this contract shall under no circumstances exceed **\$337,563** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

5. Special Terms and Conditions (Exhibit D)

Section 1 had been deleted in its entirety and replaced with:

1. Contractor shall provide WDB with reasonable advance written notice to allow for discussion and resolution prior to any client offboarding. WDB acknowledges that, with such notice, the Contractor may initiate offboarding of clients if it is determined that: (i) WDB has failed to remit timely payment of invoices; (ii) the contract is approaching its not-to-exceed amount and is at risk of being overspent; or (iii) the agreement is set to expire prior to renewal.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract, and previously amended, remain in full force and effect.

Marion J. Aiken

Marion J. Aiken (Jun 27, 2025 08:10 PDT)

Marion Aiken, Interim Executive Director
Workforce Development Board of Solano County

Tim Aldinger

Tim Aldinger (Jun 10, 2025 10:56 PDT)

Tim Aldinger, Vice President,
Workforce & Climate Innovation
Foundation for California Community Colleges

Joseph Quintana

Joseph Quintana, Chief Operating Officer
Foundation for California Community Colleges

Approved as to Form:

Kimberley Glover

Kimberley Glover (Jun 6, 2025 13:36 PDT)

Solano County Counsel

Approved for Solano County:

William Emlen

William Emlen (Jun 26, 2025 17:32 PDT)

William Emlen, County Administrator
Solano County











WDB_FCCC 2nd Amendment to Standard Contract

Final Audit Report

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