

SECOND AMENDMENT TO CONTRACT NO. 29803

29803

THIS SECOND AMENDMENT ("Amendment") is entered into, in duplicate, effective as of July 1, 2008, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 17, 2008, by and between UAW-LABOR EMPLOYMENT AND TRAINING CORPORATION, a California Non-profit public corporation, with offices located at 790 East Willow Street, Long Beach, California 90806, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City").

1. Recitals. The Contract was made with reference to the following facts and objectives:

1.1 The City submitted an application ("Application") to the Employment Development Department (the "State") of the State of California, for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

1.2 The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement, which has been designated as No. R692480 the ("Prime Contract"); and

1.3 In May of 2006, the City and Contractor entered into Agreement No. 29803, whereupon Contractor agreed to provide WIA funded program services for one year;

1.4 In July of 2007, the parties entered into the First Amendment to Agreement No. 29803 to extend the term an additional year:

1 1.5 City and Contractor now desire to amend Agreement No.29803 to
2 extend the term for an additional year and increase the contract amount by \$245,000.00.

3 NOW, THEREFORE, in consideration of the terms and conditions
4 contained herein, it is mutually agreed by and between the parties hereto as follows:

5 2. Section 2 of Agreement No. 29803 is hereby deleted in its entirety and
6 amended to read as follows:

7 **"SECTION 2. TERM.**

8 The term of this Contract ("Term") shall be deemed to have commenced as
9 of July 1, 2006, and unless sooner terminated pursuant to the provisions hereof, shall
10 terminate at midnight on June 30, 2009. Either of the parties hereto shall have the right
11 to terminate this Contract in its entirety at any time during the Term for any or no reason
12 whatsoever by giving 15 days prior written notice of termination to the other party. City
13 shall have the additional right to cancel any part of this Contract at any time during the
14 Term for any reason whatsoever by giving 15 days notice of such cancellation to the
15 Contractor.

16 Notwithstanding the foregoing, the City shall have the right to terminate and
17 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
18 Contractor subjects the City to liability, legal obligations or program operation obligations
19 beyond the liability and obligations under the Contract Documents. If this Contract is
20 terminated prior to the expiration of the term, Contractor shall be reimbursed for all
21 eligible program costs which have accrued but not been paid through the effective date of
22 termination. Contractor agrees to accept such amount, plus all amounts previously paid,
23 as full payment and satisfaction of all obligations of City to Contractor."

24 3. Section 4 of Agreement No. 29803 is hereby deleted in its entirety and
25 amended to read as follows:

26 **"SECTION 4. CONTRACT AMOUNT AND PAYMENT.**

27 The total amount which shall be payable by City to Contractor for
28 Contractor's services during the Additional Term shall not exceed Two Hundred Forty-

1 Five Thousand Dollars (\$245,000.00).

2 The City shall, in due course, reimburse the Contractor for the actual,
3 reasonable and necessary costs and expenses incurred by Contractor in the
4 performance of this Contract which are authorized and approved by Exhibit "C" and are in
5 accordance with and pursuant to the Prime Contract, to the extent that such Prime
6 Contract is applicable to the Contractor's performance hereunder. Such payments by the
7 City shall be made only from funds received by City under the Prime Contract and shall
8 be payable only after the City receives said funds with which to make such payments.

9 City may make advance payments to the Contractor only to the extent such
10 payments are authorized and permitted by the State. Such advance payments shall only
11 be made from funds which are received by the City from the State under the Prime
12 Contract for such disbursement to the Contractor and such payments shall be made in
13 accordance with said Prime Contract and pursuant to Exhibit "C". In no event shall the
14 total of such advance payments exceed an amount equal to the average budgeted
15 expenses for one (1) month as set forth in Exhibit "C". Contractor will maintain a
16 separate account number within its accounting system for funds received hereunder as
17 advance payments.

18 Payment to the Contractor shall be limited to the amounts specified in
19 Exhibit "C" for the categories, criteria and rates established in said Attachment.
20 Contractor may, with the prior written approval of the City Manager of the City of Long
21 Beach ("City Manager") or his designee make adjustments within and among the
22 categories of expenditures in the Budget, and modify the performance to be rendered
23 hereunder as provided in Exhibit "B" ; provided, however, that any such adjustment in
24 expenditures shall not result in an increase in the amount of the Budget. The agent or
25 representative of Contractor who signs as the maker of checks or drafts or in any manner
26 authorizes the disbursement of said funds or expenditure of same shall be covered by a
27 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an
28 amount set out in Section 11, paragraph E of this Contract.

1 Contractor shall not charge nor receive compensation under this Contract
2 for any services or expenses unless said services or expenses are directly and
3 exclusively related to the purposes of this Contract, and provided that payment is not also
4 received by Contractor from some other source for said services or expenses.

5 Disbursement of funds received from the State shall be under the direction
6 of the City Manager or his designee and shall be in accordance with the provisions of this
7 Contract and made pursuant to the Prime Contract and any additional procedures,
8 regulations and reporting requirements which are established by the City that do not
9 conflict with applicable procedures, regulations and reporting requirements of the State.

10 All payments to Contractor by the City, including advance payments will be
11 based upon invoices and the necessary supporting documents which the State and the
12 City may require Contractor to submit. The expenditure of all funds shall be accounted
13 for promptly, and Contractor shall keep separate detailed accounts for each expenditure
14 for each component part of this project.

15 Public or private non-profit contractor revenues in excess of costs are to be
16 treated as program income or profits in accordance with the City of Long Beach Program
17 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as amended, and will be used to
18 further program objectives unless the Governor of the State of California requires that
19 such income be turned over to the State.”

20 4. Except as set forth in this Second Amendment to Agreement No. 29803,
21 all terms and conditions of the Agreement are ratified and confirmed and shall remain in
22 full force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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.

UAW-LABOR EMPLOYMENT AND TRAINING CORPORATION, a California Non-profit public corporation

Dated: 07-16-08, 2008

By [Signature]

Title V.P. Finance

Dated: 7/16/08, 2008

By [Signature]

Title President/CEO

"Contractor"

CITY OF LONG BEACH,
a municipal corporation

Dated: August 4, 2008

By [Signature] Assistant City Manager
City Manager

"City"

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

The foregoing Contract is hereby approved as to form this 21st day of July, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

GJA:lkcm 07/07/08
#07-03234

EXHIBIT A – WIA Master Subgrant Agreement No. R692480 is found in the initial contract #29803 located in file at the Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807.

The initial contract is available for review during regular business hours, Monday through Friday.

EXHIBIT "B"

Scope of Work

Contract Services
Cost Reimbursement Contract

CONTRACTOR: UAW – Labor Employment Training Corporation
790 East Willow Street, Suite 150
Long Beach, California 90806

CONTRACT PERIOD: July 1, 2006 – June 30, 2009

PROGRAM UNITS:

PROGRAM UNITS	STAFF PER PROGRAM UNIT
Employment Specialist	3.0
Resource Center Technician	1.0
Agency Management	.10
Total Contracted Funds:	\$245,000

I. STATEMENT OF WORK:

In accordance with this Contract, UAW – Labor Employment and Training Corporation, herein after referred to as the "Contractor", will provide Workforce Investment Act (WIA) funded contract services to eligible customers at the City of Long Beach Workforce Development Bureau Pacific Gateway Workforce Investment Network's (PGWIN) sponsored Career Transition Center (CTC), Center for Working Families (CWF), and the Harbor WorkSource Center (HWC). The Bureau's administrative staff will supervise contractor's staff. The Operations Supervisor will coordinate daily routine operations.

II. AMOUNT OF CONTRACT:

Contractor's funds will not exceed \$465,987 of WIA funds. The Contractor will be paid on a cost reimbursement basis according to the attached Fee Schedule (Exhibit "C"). Contractor's funds will be subject to deobligation if, on a quarterly basis, expenditures are less than 80% of the budget.

The Contractor may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.

III. REQUIREMENTS AND JOB DESCRIPTIONS:

All staff are subject to the WDB policies and procedures.

A. Employment Specialist:

WIA Specialists perform a full range of job duties, from Core A Universal Access to Core B, Intensive and Training, to Exit and Follow-up consistent with organized goals, policies, and procedures. Duties include, but are not limited to the following.

1. Conduct initial needs assessment of customers entering core services;
2. Refer customers to appropriate one-stop and/or community services and programs;
3. Assist customers with eligibility determination and certification process;
4. Conduct and develop employment preparation workshops;
5. Provide career counseling and job guidance;
6. Provide customers resume, job search, interviewing assistance and employability counseling;
7. Enhance customer's job readiness by assisting them to complete the career assessment/resume builder sections in the Employment Preparation Lab;
8. Develop and promote employment opportunities for customers;
9. Utilize current labor market and economic information to assist customers related to hiring trends in the region and other relevant areas;
10. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
11. Assist customers in selecting training vendors, issuing and monitoring Individual Training Accounts vouchers;
12. Conduct on-site monitoring and progress reports for CVT and OJT, including completion of Enrollment and Exit Matrices;
13. Share responsibility in meeting or exceeding program goals and objectives and individual performance measures;
14. Be knowledgeable of WIA Adult and Dislocated Core and Common Performance Measures;
15. Maintain required documentation in customer's file to ensure compliance with WIA rules and regulations and local policies and procedures;
16. Assist with outreach and recruitment for WIA and non-WIA special projects;
17. Assist with presentations as required;
18. Represent the Bureau at community-sponsored meetings, business outreach and other related functions with supervisor approval;
19. Attend required training courses;
20. Conduct various assignments requested by program supervisor or management staff;
21. Possess knowledge of computer applications related to the position.

B. Resource Center Technician

Contractor's staff are subject to WDB and CTC policies and procedures. Duties include but are not limited to the following:

1. Provide customer service and resource referrals for jobseekers; answers question; explains Center standards, procedures, and activities, including Passport to Employment processes to enhance job readiness;
2. Assist customers to complete career assessment/resume builder sections of VOS website in the Employment Preparation Lab;
3. Assist customers with CalJOBS registration, resume, and on-line job search;

4. Conduct basic computer, Internet, and Virtual OneStop (VOS) classes;
5. Monitor operation and performs routing maintenance of Resource Center Computers and office equipment including photocopier, fax machines, and printers;
6. Collect, distribute and maintain information and resource materials regarding available services and activities;
7. Assist customers with job posting and job referrals;
8. Assist individuals and groups with resume and employment letter development, job applications, computer operations, and on-line search activities;
9. Assist with data entry and tracking of customer registrations, scan card issuance, activities and usage of Internet-based Virtual One-Stop case management system;
10. Advise customers of appropriate self-directed job search strategies;
11. Provide Front Desk relief coverage as needed;
12. Conduct various assignments requested by administrator or management staff.

IV. STAFF ASSIGNMENTS:

- A. PGWIN Administration, the Operations Supervisor and the Contractor will mutually agree upon staff assignments. Personnel decisions regarding the WDB will be made in conjunction with the Contractor's Management Representative, Operations Supervisor and PGWIN Administration. The PGWIN Executive Director will have the final decision and authority regarding Contractor's staff removal from the any of the sites.
- B. Staff may be reassigned to a different Unit temporarily or permanently, based on programmatic and staffing needs at the discretion of PGWIN administration and Operations Supervisor with prior notification and consultation with the Contractor.
- C. Staff will be located at the assigned Center , Monday through Friday from 8:00 a.m. to 5:00 p.m. unless otherwise agreed upon. Staff may be reassigned to a designated satellite office site as determined by the Administrator with prior notification and consultation with the Contractor. Contractor must notify the PGWIN, via the site Administrator, of any planned absences of staff in support of internal meetings, training, holidays, etc., as far in advance as possible.
- D. Vacation schedules must be mutually agreed upon by the Contractor and PGWIN's administrative staff and consultation with the Unit Supervisor. An updated vacation schedule must be provided on a quarterly basis.
- E. Staff must attend all assigned meetings and staff development workshops unless approved otherwise by the Unit Supervisor and/or PGWIN's administrative staff.
- F. Staff may be required to work overtime (including weekends) with advance notice and prior approval of the Contractor.

V. STAFF PERFORMANCE EVALUATION:

- A. Section Supervisor/Coordinator and/or PGWIN Administrative staff will provide the Contractor with written evaluations of staff performance once yearly or as

needed. The Contractor will respond to identified concerns appropriately and to the satisfaction of the PGWIN administrative staff.

B. Performance evaluation will be based on the following areas:

1. Job Skills
2. Quality of Work
3. Quantity of Work
4. Working Relationships
5. Customer Service
6. Work Habits
7. Approach to Work
8. Supervisory/Leadership Skills, if applicable
9. Staff Development – Specific Performance Objectives Accomplished

VI. PROGRAMMATIC CONTROLS:

Programmatic controls are instituted by the Contractor to ensure:

- A. All staff is under the direction and supervision of the WDB Administrative staff, and adhere to PGWIN and CTC policies and procedures.
- B. Management Information Systems (MIS) documents are submitted on a timely basis.
- C. Discrepancies in reports and/or documents are quickly resolved on a timely basis.
- D. Submittal of all billing information/invoices on a monthly basis to the PGWIN Financial Services Unit as follows:
 - *Monthly Expenditure Reports.....Due by the 10th of each month
 - *Monthly Agency Invoice Billings.....As close to a monthly basis as possible.
- E. All staff located at the Career Transition Center on a full-time basis or at other approved satellite locations.
- F. All forms, publications, flyers, training materials, etc., are reviewed and approved by the PGWIN management staff prior to implementation.

VII. CONTRACT MODIFICATION:

The Contractor agrees to the following procedures for modification of this contract.

- A. All requests for contract modification must provide a written detailed justification for such a modification.
- B. The City may initiate a modification at any time during the contractual term with concurrence from the Contractor.

VIII. BUDGET MODIFICATION:

The Contractor may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and

the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.

IX. WIA REQUIRED CONTRACT CLAUSES

The Contractor assures compliance, as appropriate, during the execution of this agreement to:

1. Termination for cause and for convenience by awarding agency;
2. Access to records by awarding agency, grantee, DOL, or the Comptroller General of the United States for purposes of audit, examination, excerpts, and transcriptions (for other than small purchase transaction);
3. Comply with awarding agency requirements and/or regulations related to patent rights, copyrights, and rights in data;
4. Maintain records for up to seven (7) years;
5. The Equal Employment Opportunity provisions;
6. The Americans with Disabilities Act of 1990;
7. The Contract Work Hours and Safety Standards Act;
8. The Clean Air Act and Environmental Protection Agency regulations;
9. The Energy Policy Conservation Act;
10. The Byrd Anti-Lobbying Amendment;
11. The Debarment and Suspension requirements;
12. The Copeland "Anti-Kickback" Act
13. The Davis-Bacon Act.

Audit Requirements:

As a condition of receiving WIA funds, WIA audit/monitor representatives shall at all times during the period the grant is in force and for a period of seven (7) years thereafter, have access to all related records and financial statements.

Administrative Dispute Resolution

The WDB and Contractor will communicate openly and directly to dissolve any problems or disputes related to completing this contract in a cooperative manner and at the lowest level of intervention possible. Should informal resolution efforts fail, the dispute shall be referred to the WDB Manager who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the Greater Long Beach Workforce Development Board. The Executive Committee decision will be the final administrative decision.

Nepotism

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the act of a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employing agency.

No subgrantee or employing agency may hire 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 the grantee from which that subgrantee or employing agency obtains its funds.

The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, son-in-law, sister-in-law, daughter-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

EXHIBIT C

CITY OF LONG BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT
WORKFORCE DEVELOPMENT BUREAU
WIA STAFFING BUDGET SUMMARY

Organization Information:

Name: UAW-Labor Employment And Training Corp

Address: 790 E Willow St., Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-989-7700

Fax Number: 562-989-7728

Email Address: cdavila@letc.com

Contact Person: Audrey Holmes

Federal ID: [REDACTED]

Agreement Information:

Budget Period: 7/1/06 - 6/30/09 Contract No: 29803

Effective Date: 7/1/2008 Amendment No: 2

Modification No. 1

Funding Source: WIA

Project Name: WIA Staffing Contract

Fiscal Approval: By Sandra Bellard Date: 6/4/08

STAFFING BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
118	Indirect Costs	0	20,161	20,161
201	Project Staff	0	166,961	166,961
202	Fringe Benefits	0	55,096	55,096
204	Operating Costs (Insurance, Travel)	0	1,956	1,956
Total Funds Requested:		0	244,174	244,174

Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	(A)	(B)	(C)
301	Cash Contribution	0	0	0
302	In-Kind Contribution	0	0	0
Total Cost Sharing/Match:		0	0	0

Note: Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

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BUDGET DETAIL

ADMINISTRATIVE COSTS - Staff Salaries

Account 101

Position Title/ Activity	Hourly Salary (Avg)	No. of Months	% of Time	Total
				0
Total:				0

ADMINISTRATIVE COSTS - Fringe Benefits

Account 102

Type of Benefit	% Rate	Amount Applied	Total Amount
FICA			
Workman's Compensation			
Health & Welfare Insurance			
Retirement or Pension			
Other SUI			
Total:			0

ADMINISTRATIVE COSTS - OTHER

Account 103

Description	Quantity/Price	Total
Total:		0

ADMINISTRATIVE COSTS - IN-DIRECT COSTS

Account 118

Description	Quantity/Price	Total
Indirect Cost @ 9% on total direct cost. (DOL approved indirect cost rate is 11%.)		20,161
Total:		20,161

PROGRAM COSTS - Staff Salaries

Account 201

Position Title/ Activity	Hourly Salary (Avg)	No. of Months	% of Time	Total
Employment Spec. R Fernandez/Ellen Rivera	19.71	12	100%	40,997
Employment Spec. Vivian Hochschild	19.23	12	100%	39,998
Employment Spec. R Washington/Cheryl Felix	19.23	12	100%	39,998
Resource Center Assistant Mona Oldfield	18.20	12	100%	37,856
Agency Management Rep. Audrey Holmes	39.00	12	10%	8,112
Total:				166,981

BUDGET DETAIL (CONTINUED)

PROGRAM COSTS - Fringe Benefits

Account 202

Type of Benefit	% Rate	Rate Applied To	Total Amount
Employment Spec.	33.00%	40,997	13,529
Employment Spec.	33.00%	39,998	13,199
Employment Spec.	33.00%	39,998	13,199
Resource Center Assistant	33.00%	37,856	12,492
Agency Management Rep.	33.00%	8,112	2,677
Total:			55,096

PROGRAM COSTS - Training/Training Materials

Account 203

Description	Quantity/Price	Total
Total:		0

PROGRAM COSTS - Operating Costs

Account 204

Description	Quantity/Price	Total
Mileage/Travel	\$33 per mo x 12 mo	398
Office Expenses (Recruitment advertisement, insurance, payroll services etc.)	\$130 per mo x 12 mo	1,560
Total:		1,958

PROGRAM COSTS - Support Services

Account 205

Description	Quantity/Price	Total
Total:		0

PROGRAM COSTS - Other

Account 206

Description	Quantity/Price	Total
Total:		0

CASH CONTRIBUTION

Account 301

Description	Quantity/Price	Total
TOTAL		0

IN-KIND CONTRIBUTION

Account 302

Description	Quantity/Price	Total
TOTAL		0

GRAND TOTAL

\$ 244,174

ATTACHMENT *CW*
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