

1 FIRST AMENDMENT TO CONTRACT NO. 29919

2 **29919**

3 THIS FIRST AMENDMENT ("Amendment") is entered into, in duplicate,  
4 effective as of the 1st day of July, 2007, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting held on June 19, 2007, by and between  
6 CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a California Non-  
7 profit public corporation, with offices located at 6300 State University Drive, Suite 332,  
8 Long Beach, California 90815, ("Contractor") and the CITY OF LONG BEACH, a  
9 municipal corporation ("City").

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

12 1.1 The City submitted an application ("Application") to the Employment  
13 Development Department (the "State") of the State of California, for funds to provide  
14 meaningful training and employment opportunities for economically disadvantaged,  
15 unemployed and underemployed persons consistent with the Workforce Investment Act  
16 of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all  
17 regulations, directives, policies, procedures and amendments issued thereto and/or  
18 legislation, regulations, policies, directives, and/or procedures which may replace the  
19 Workforce Investment Act; and

20 1.2 The Application was approved by the State and a Workforce  
21 Investment Act subgrant has been executed by and between the State and the City  
22 authorizing such programs and providing the funding therefore under Workforce  
23 Investment Act Master Subgrant Agreement, which has been designated as No.  
24 R692480 the ("Prime Contract"); and

25 1.3 In May of 2006, the City and Contractor entered into Agreement No.  
26 29919 whereupon Contractor agreed to provide WIA funded program services for one  
27 year;  
28

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

1           1.4    City and Contractor now desire to amend Agreement No. 29919 to  
2 extend the term for an additional year.

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           Section 2 of Agreement No. 29919 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, 2007, and unless sooner terminated pursuant to the provisions hereof, shall  
10 terminate at midnight on June 30, 2008. 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           2.    Except as set forth in this First Amendment to Agreement No. 29919,  
25 all terms and conditions of the Agreement are ratified and confirmed and shall remain in  
26 full force and effect.

27    ///

28    ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a California Non-profit public corporation

Dated: July 26, 2007

By Denise Bell  
Denise Bell  
Title Director, Grants, Contracts and Foundation Programs

Dated: \_\_\_\_\_, 2007

By \_\_\_\_\_  
Title \_\_\_\_\_  
"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 8/20, 2007

By Quentin Bath  
City Manager

"City"

The foregoing Contract is hereby approved as to form this 13<sup>th</sup> day of August, 2007.

ROBERT E. SHANNON, City Attorney

By Ang J. Anderson  
Deputy

GJA:lkm 07/16/07 #07-03162

## **EXHIBIT "A"**

Exhibit "A" is the WIA Formula Master Subcontract Agreement Nos. #R760328 and #R865464 from the State of California Employment Development Department. Agreement is attached to initial contract and available for review Monday – Friday during regular business hours.

**EXHIBIT "B"**

**Scope of Work**

**Staffing Services  
Cost Reimbursement Contract**

**CONTRACTOR:** California State University Long Beach Foundation  
6300 State University Drive, Suite 332  
Long Beach, CA 90815  
(Hereinafter referred to as "Contractor")

**CONTRACT PERIOD:** July 1, 2006 – June 30, 2008

**PROGRAM UNITS:**

<b>PROGRAM UNITS</b>	<b>STAFF PER PROGRAM UNIT</b>
Employment Specialist	4.0
Resource Center Technician	1.0
Project Coordinator	1.0
Program Coordinator	.20
<b>Total Contracted Funds:</b>	<b>\$446,384.57</b>

**I. STATEMENT OF WORK:**

In accordance with this Contract, "Contractor", will provide Workforce Investment Act (WIA) funded staffing services to eligible customers at the Workforce Development Bureau's (WDB) sponsored Career Transition Center (CTC), Center for Working Families (CWF), Youth Opportunity Center (YOC), 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 \$446,384.57 of WIA funds. The Contractor will be paid on a cost reimbursement basis according to the attached Budget Summary (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. Assist customers with eligibility determination and the certification process;
3. Refer customers to appropriate one-stop and/or community services and programs;
4. Possess knowledge of community resources and services available to assist customers;
5. Develop and conduct employment preparation workshops;
6. Provide career counseling and guidance;
7. Utilize current labor market and economic information to assist customers related to hiring trends in the region and other relevant places;
8. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
9. Assist customers in filing their job orders by referring appropriate customers;
10. Provide customers resume, job search, interviewing assistance and employability counseling;
11. Enhance customer's job search readiness by assisting them to complete the career assessment and resume builder sections in the Employment Preparation Lab;
12. Promote and develop employment opportunities for customers;
13. Develop an Individual Employment Plan outlining necessary steps and services needed to achieve their identified employment goal;
14. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
15. Assist customers in selecting training vendors, issuing and monitoring Individual Training Account vouchers;
16. Conduct on-site monitoring reports and progress reports for CVT and OJT, including completion of monitoring reports and monthly feedback;
17. Monitor and track customer's progress from enrollment to exit and follow-up, including the completion of Enrollment and Exit Matrices.
18. Share responsibility in meeting or exceeding program goals and objectives and individual performance measures;
19. Be knowledgeable of WIA Adult and Dislocated Core and Common Performance Measure;
20. Maintain required documentation in customer's file to ensure compliance with WIA rules and regulations and local policies and procedures;
21. Assist with outreach and recruitment for WIA and non-WIA special projects;
22. Assist with presentations as required;
23. Represent Bureau at community-sponsored meetings, business outreach and other related functions with supervisor approval;
24. Attend required training sessions;
25. Conduct various assignments requested by program supervisor or management staff;
26. Possess knowledge of computer applications related to the position.

**C. Resource Center Technician**

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

1. Provide customer service and resource referrals for job seekers; answer questions; explain 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 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 perform routine 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 postings 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.

**B. Project Coordinator**

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

1. Assist the Bureau Manager and the Bureau Administrative Officer in daily activities;
2. Maintain upkeep on office equipment;
3. Maintain Bureau's Website;
4. Assist in preparation of Board meetings and other meetings as required;
5. Assist with publication preparation;
6. Assist with technical aspects of presentations;
7. Conduct various assignments requested by Manager or Officer.

**IV. STAFF ASSIGNMENTS:**

- A. Site Administration, the Operations Supervisor and the Contractor will mutually agree upon staff assignments. Personnel decisions regarding the sites will be made in conjunction with the Contractor's Management Representative, Operations Supervisor and site Administration. The WDB Manager will have the final decision and authority regarding Contractor's staff removal from the site.

- B. Staff may be reassigned to a different Unit temporarily or permanently, based on programmatic and staffing needs at the discretion of CTC administration and Operations Supervisor with prior notification and consultation with the Contractor.
- C. Staff will be located at pre-selected sites, Monday through Friday from 8:00 a.m. to 5:00 p.m. and extended hours as appropriate unless otherwise agreed upon. Staff may be reassigned to a designated satellite office site as determined by the SDA Administrator with prior notification and consultation with the Contractor. Contractor must notify the WDB, 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 site'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 CTC'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 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 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 Administrative staff, and adhere to WDB 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 WDB Financial Services Unit as follows:

- \*Monthly Expenditure Reports.....Due by the 10<sup>th</sup> of each month
- \*Monthly Agency Invoice Billings.....As close to a monthly basis as possible

E. All forms, publications, flyers, training materials, etc., are reviewed and approved by the CTC 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:**

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 applicable, 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 step child.

**CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
CONTRACT SERVICES  
PROJECT BUDGET (STATEMENT OF WORK - ATTACHMENT C)**

**Organization Information:**

**Name:** California State University Long Beach Foundation

**Address:** 6300 E. State University Drive, #332, Long Beach, CA 90815  
Street City Zip Code

**Telephone Number:** (562) 985-4698

**Fax Number:** (562) 985-4400

**Email Address:** bkhek@csulb.edu

**Contact Person:** Bob Khek

**Federal ID:** ██████████

**Agreement Information:**

**Budget Period:** 7/1/06 - 6/30/08      **Contract No:** 29919

**Effective Date:** 7/1/2006      **Amendment No:** 1

**Funding Source:** Workforce Investment Act

**Project Name:** Upward Bound

**Fiscal Approval:** Previously approved      **Date:** 9/6/06

## BUDGET DETAIL

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)		July 1 - Jun 2007 1st Year	July 1 - Jun 2008 2nd Year	24 Month
	PERCENTAGE			Total
	10%	40,580.00	-	40,580.00
				-
		<b>TOTAL</b>	<b>-</b>	<b>40,580.00</b>

SALARIES & WAGES			1st Yr (9 mo.)	2nd Year	24 Month
Position Title/Hr. Salary	No. of Months	% of Time			Total
Program Coordinator	24.00	23%	16,675.00	-	16,675.00
Employment Specialist	24.00	100%	41,605.00	-	41,605.00
Employment Specialist	24.00	100%	41,605.00	-	41,605.00
Employment Specialist	24.00	100%	41,605.00	-	41,605.00
Employment Specialist	24.00	100%	41,605.00	-	41,605.00
Resource Center Technician	24.00	100%	32,214.00	-	32,214.00
Project Technician	24.00	100%	30,576.00	-	30,576.00
Office Clerk	24.00	100%	22,604.00	-	22,604.00
		<b>TOTAL</b>	<b>268,489.00</b>	<b>-</b>	<b>268,489.00</b>

FRINGE BENEFITS			1st Yr (9 mo.)	2nd Year	24 Month
Description	% Rate	Rate Applied to:	268489.00	0.00	Total
Project Coordinator	51.00%	7109	7,165.00	-	7,165.00
Employment Specialist	51.00%	41605	21,219.00	-	21,219.00
Employment Specialist	55.00%	41605	21,219.00	-	21,219.00
Employment Specialist	55.00%	41605	21,219.00	-	21,219.00
Employment Specialist	55.00%	41605	21,219.00	-	21,219.00
Resource Center Technician	51.00%	32214	16,429.00	-	16,429.00
Project Technician	51.00%	30576	15,594.00	-	15,594.00
Office Clerk	51.00%	22604	11,528.00	-	11,528.00
					-
	420.00%	<b>TOTAL</b>	<b>135,592.00</b>	<b>-</b>	<b>135,592.00</b>

TRAINING MATERIALS & SUPPLIES			1st Yr (9 mo.)	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
		<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>

OPERATING COSTS			1st Yr (9 mo.)	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
		<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>

PROGRAM - OTHER			1st Yr (9 mo.)	2nd Year	24 Month
Description		Quantity/Price			Total

Program Cost (Mileage & Travel)			1,725.00	-	1,725.00
					-
					-
					-
		TOTAL	1,725.00	-	1,725.00

(Page 2 of 4)

**PARTICIPANT RELATED EXPENSE**

INTERNSHIP - STIPENDS (\$450 per participant)			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
		TOTAL	-	-	-

INCENTIVES			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
		TOTAL	0.00	0.00	0.00

SUPPORTIVE SERVICES			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
		TOTAL	-	-	-

<b>GRAND TOTAL</b>			446,386.00	0.00	446,386.00
--------------------	--	--	------------	------	------------

IN-KIND CONTRIBUTION			1st Year	2nd Year	21 Month
Description		Quantity/Price			Total
					-
					-
					-
		TOTAL	0.00	0.00	0.00

(Page 3 of 4)

ATTACHMENT *C*  
PAGE 3 OF 4 PAGES *DB*

## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

		Jul 2006 - Jun 2007 1st Year	Jul 2007 - June 2008 2nd Year	Amendment	24 Month Budget Total
Acct.No.	Budget Category	( A )	( B )	( C )	( D )
	Indirect Costs/Administrative	40,580.00	-		40,580.00
	Staff Salaries	268,489.00	-		268,489.00
	Fringe Benefits	135,592.00	-		135,592.00
	Training Materials & Supplies	-	-		-
	Operating Costs	-	-		-
	Program - Other	1,725.00	-		1,725.00
<b>PARTICIPANT RELATED COSTS</b>					
	Internship - Stipends	-	-		-
	Incentives	-	-		-
	Support Services	-	-		-
<b>Total Funds Requested:</b>		446,386.00	-		446,386.00

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

Acct. No.	Budget Category	( A )	( B )	( C )
	In-Kind Contribution	-	-	-
<b>Total In-Kind:</b>		-	-	-

**Note:** Use column A & B to record funds requested for the first and second year period of performance. Use column C to request budget modification changes to your original budget (i.e., requests for additional funds or line item changes); and use column D to record the totals (A + B, and + or - C).

(page 4 of 4)

ATTACHMENT **C**

PAGE 4 OF 4 PAGES

DB