

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

1 SECOND AMENDMENT TO CONTRACT NO. 36083

2 **36083**

3 THIS SECOND AMENDMENT TO CONTRACT NO. 36083 is made and
4 entered into effective as of July 13, 2022, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting
6 held on July 13, 2021, by and between KIANA SHAW ENTERPRISES, LLC, a
7 California limited liability company dba KRS Training and Development ("Contractor"), with
8 offices located at 11201 5th Street, Suite I308, Rancho Cucamonga, California 91730, and
9 the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for
10 Pacific Gateway Workforce Innovation Network.

11 WHEREAS, City and Contractor (the "Parties") entered into Contract No.
12 36083 (the "Contract") whereby Contractor agreed to provide career preparation and life
13 skills workshops for job seekers and youth; and

14 WHEREAS, the Parties entered into a First Amendment to the Agreement
15 to add Fifty Thousand Dollars (\$50,000) for a total not to exceed amount of One Hundred
16 Twenty-Five Thousand Dollars (\$125,000); and

17 WHEREAS, the Parties desire to extend the term of the Agreement for an
18 additional one (1) year period; and

19 WHEREAS, the Parties desire to add \$100,000 to the Contract for a total
20 not to exceed amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000).

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

23 1. Section 2 of the Agreement is hereby amended to read as follows:

24 2. TERM.

25 A. The term of this Contract ("Term") shall be deemed to have
26 commenced as of July 13, 2021, and unless sooner terminated pursuant to the
27 provisions hereof, shall terminate on June 30, 2023. Either of the parties hereto
28 shall have the right to terminate this Contract in its entirety at any time during the

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1 Term for any or no reason whatsoever by giving fifteen (15) days prior written notice
2 of termination to the other party. City shall have the additional right to cancel any
3 part of this Contract at any time during the Term for any reason whatsoever by giving
4 fifteen (15) days' notice of such cancellation to the Contractor.

5 2. Section 5.A. of the Contract is hereby amended to read as follows:
6 "A. The total amount which shall be payable by City to Contractor for
7 Contractor's allowable services during the Term shall not exceed Two Hundred Twenty-
8 Five Thousand Dollars (\$225,000)."

9 3. The Scope of Work attached to the Agreement as Exhibit "A" is hereby
10 amended and replaced with Exhibit "A-2", attached hereto and incorporated herein.

11 4. Except as expressly modified herein, all of the terms and conditions
12 contained in Contract No. 36083 are ratified and confirmed and shall remain in full force
13 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.

KIANA SHAW ENTERPRISES, LLC, a California limited liability company

August 3, 2022

By Kiana Shaw
Name Kiana Shaw
Title CEO

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 19, 2022

By Linda F. Tatum
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Second Amendment to Contract No. 36083 is approved as to form on

August 8, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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Pacific Gateway Workforce Innovation Network

Scope of Work (SOW) – Second Amendment

Project/Activity	Workshops
Contractor	<i>Kiana Shaw Enterprises, LLC dba KRS Training and Development (Hereinafter referred to as "Contractor")</i>
Term	July 13, 2021 to June 30, 2023
Amount/Award	\$225,000.00
Funding Source/ CFDA Number	Workforce Innovation and Opportunity Act (WIOA): Youth/Adult/Dislocated Worker, LA City and LA County Youth@Work, LA City SYEP – General Fund, and INVEST

Administered by the City of Long Beach Economic Development Department (ED), Pacific Gateway, KRS Training and Development, hereinafter referred to as Contractor, shall 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	Supporting Documents	Cost
Personal and Professional Development (Work Readiness Workshops)	TAYWOW, New World of Work (NWOW), Attitude Check, Resolving Conflict, Stress Management, Personal Presentation, Task Management, Integrity Based Decisions, Reliability, Goal Setting, Money Moguls (Money Management), Personal Advocacy, Personal Determination, Resume and Cover Letter Writing, Interviewing, Hygiene, Etiquette, Work Readiness/Workplace Norms; Education on the Fair Chance Initiative; Adult Financial Literacy; How to Overcome Unique Barriers; Healthy Relationships; Computer-Based Skills; Resolving Conflict; Attitude Management; Managing	List of participants; sign-in sheets; training material; curriculum; and PowerPoint presentation (if applicable)	<i>\$125/per hour</i>

	<p>Stress; Leadership Development; Career vs Jobs; and Money Management.</p>		
<p>Workforce Development (Real Estate)</p>	<p>Real estate course will take participants through all subjects mandated by the California Department of Real Estate, and include instruction in real estate law, types of interest and ownership in real estate, homeownership, legal descriptions, titles, liens, taxes, encumbrances, listing advertising, appraisal, finance, closings, and professional code of ethics. Also includes, Real Estate Law, Characteristics of Real Property; Estates and Ownership; Agency Law and Relationship Agreements; Conveyance Issues; Escrow and Closings; and Landlord and Tenant Relations.</p>	<p>Course material, PowerPoint presentation (if applicable), study guide, testing material, and certificate</p>	<p><i>\$125/per hour</i></p>

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 critical objectives to support and manage various workshops for youth participants. The overall goal of the Contractor is to prepare youth participants, who are at risk to receive job readiness workshops, career exploration, conflict resolution, and other skills to prepare for employment opportunities. The training and curriculum will be aligned with industry standards. These workshops will create a physical learning environment with high expectations for participants to develop skills in the workforce. The Contractor shall also work towards achieving all the agreed-upon goals within the set scope, time, quality, and budget.

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. Work may be requested to be performed at the WorkPlace (Long Beach Office), Harbor Youth Source Center (San Pedro Office), virtually, in-person, or at sites in the community. Failing to complete the service deliverables or underperformance by the

Contractor, in the agreed timeline, 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 timeline. 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 project objective. The administrative and technical support includes, but not limited to, project overview, meetings (in-person, phone, email or internet meeting platform), and technical assistance.

V. FINANCIAL REPORTING/INVOICING

Pacific Gateway shall pay the Subcontractor an amount not to exceed **\$225,000.00** for the complete and satisfactory performance of the terms of this Agreement. Payments are subject to the attainment of critical deliverables noted in Section I 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) must be delivered to Pacific Gateway, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815, *and 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 shall comply with the following Federal guidelines, or payment may be disallowed:

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 Agreement 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. 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.

D. 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*]

E. 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.

F. 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 bases of race, color and national origin.

EXHIBIT "A-2"

- 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 Contractor 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. This assurance applies to all the agreements the Contractor makes to carry out the WIOA activity.

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.*