



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, 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                   Section 4 of Agreement No. 29919 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 Three Hundred Forty-

1 Five Thousand Dollars (\$345,000.00).

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 2. Except as set forth in this Third Amendment to Agreement No. 29919,  
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 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: 7/21/08, 2008

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

Dated: \_\_\_\_\_, 2008

By \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: August 18, 2008

By [Signature] Assistant City Manager  
City Manager  
"City"  
**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

The foregoing Third Amendment is hereby approved as to form this 4th day of August, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

GJA:lkm 07/07/08 #07-03162

**EXHIBIT A – WIA Master Subgrant Agreement No. R692480 is found in the initial contract #29919 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**

**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, 2008 – June 30, 2009

**PROGRAM UNITS:**

<b>PROGRAM UNITS</b>	<b>STAFF PER PROGRAM UNIT</b>
Project Coordinator	1.0
Employment Specialist	3.0
Resource Center Technician	2.0
Project Technician	1.0
Program Management	.23
<b>Total Contracted Funds:</b>	<b>\$345,000</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 City of Long Beach Workforce Development Bureau Pacific Gateway Workforce Investment Network (PGWIN) sponsored Career Transition Center (CTC), Center for Working Families (CWF), Youth Opportunity Center (YOC), and the Harbor WorkSource Center (HWC). The PGWIN'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 \$345,000 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 PGWIN 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 PGWIN 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 performs 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 PGWIN 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 PGWIN Executive Director

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 PGWIN Executive Director 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 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 PGWIN 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 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 PGWIN 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 PGWIN Executive Director who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the PGWIN 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](mailto:bkhek@csulb.edu)

**Contact Person:** Bob Khek

**Federal ID:** [REDACTED]

**Agreement Information:**

**Budget Period:** 7/1/08 - 6/30/09      **Contract No:** 29919

**Effective Date:** 7/1/2008      **Amendment No:** 3

**Funding Source:** Workforce Investment Act

**Project Name:** CTC Staffing

**Fiscal Approval:** *Alicia M. Bellard*

**Date:** 5/30/08

(Page 1 of 4)

**DB ATTACHMENT C**  
PAGE 1 OF 4 PAGES

## BUDGET DETAIL

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Jul 2008 - Jun 2009	12 Month
	PERCENTAGE		Total	Total
	10%		31,998.37	31,998.37
				-
		<b>TOTAL</b>	<b>31,998.37</b>	<b>31,998.37</b>

SALARIES & WAGES			1st Yr	12 Month
Position Title/Hr. Salary	No. of Months	% of Time	Total	Total
Program Coordinator	12.00	23%	17,353.00	17,353.00
Employment Specialist(Cindy)	12.00	100%	45,136.00	45,136.00
Employment Specialist(Sanva)	12.00	100%	37,128.00	37,128.00
Employment Specialist (Alex)	12.00	100%	41,605.00	41,605.00
Project Technician	12.00	100%	30,576.00	30,576.00
Resource Center Technician	12.00	100%	32,214.00	32,214.00
				-
		<b>TOTAL</b>	<b>204,012.00</b>	<b>204,012.00</b>

FRINGE BENEFITS			1st Yr	12 Month
Description	% Rate	Rate/Applied to	Total	Total
Project Coordinator	56.00%	17353	9,717.68	9,717.68
Employment Specialist	56.00%	45136	25,276.16	25,276.16
Employment Specialist	56.00%	37128	20,791.68	20,791.68
Employment Specialist	56.00%	41605	23,298.80	23,298.80
Project Technician	56.00%	30576	17,122.56	17,122.56
Resource Center Technician	56.00%	32214	18,039.84	18,039.84
				-
				-
		<b>TOTAL</b>	<b>114,246.72</b>	<b>114,246.72</b>

TRAINING MATERIALS & SUPPLIES			1st Yr	12 Month
Description		Quantity/Price	Total	Total
				-
				-
		<b>TOTAL</b>	-	-

OPERATING COSTS			1st Yr	12 Month
Description		Quantity/Price	Total	Total
				-
				-
				-
				-
		<b>TOTAL</b>	-	-

PROGRAM - OTHER			1st Yr	12 Month
Description		Quantity/Price	Total	Total
Program Cost (Mileage &			1,725.00	1,725.00

Travel)				-
				-
				-
		<b>TOTAL</b>	<b>1,725.00</b>	<b>1,725.00</b>

(Page 2 of 4)

**PARTICIPANT RELATED EXPENSE**

INTERNSHIP - STIPENDS (\$450 per participant)			1st Year	12 Month
Description		Quantity/Price		Total
				-
				-
				-
				-
		<b>TOTAL</b>	<b>-</b>	<b>-</b>

INCENTIVES			1st Year	12 Month
Description		Quantity/Price		Total
				-
				-
				-
				-
		<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>

SUPPORTIVE SERVICES			1st Year	12 Month
Description		Quantity/Price		Total
				-
				-
				-
				-
		<b>TOTAL</b>	<b>-</b>	<b>-</b>

<b>GRAND TOTAL</b>			<b>351,982.09</b>	<b>351,982.09</b>
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IN-KIND CONTRIBUTION			1st Year	12 Month
Description		Quantity/Price		Total
				-
				-
				-
		<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>

(Page 3 of 4)

## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

Jul 2007 -  
June 2008

12 Month  
Amendment Budget Total

Acct.No.	Budget Category	( A )	( B )	( C )
	Indirect Costs/Administrative	31,998.37		31,998.37
	Staff Salaries	204,012.00		204,012.00
	Fringe Benefits	114,246.72		114,246.72
	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>		351,982.09		351,982.09

### 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)