

CONTRACT

31552

LBUSD No. <u>7295.06</u>	
AUTHORIZED	
BY	
BOARD ACTION	
MAR Date	- 2 2010 By <u>BS</u>

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of the 12th day of October, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 4, 2009, by and between LONG BEACH UNIFIED SCHOOL DISTRICT, a California public agency, with offices located at 3701 E. Willow Street, Long Beach, California 90815, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City").

1. Recitals. This Contract is made with reference to the following facts and objectives:

A. The City is the ongoing recipient of State Department of Education Even Start Grant funds to operate a local family literacy program. The Even Start Program (Program) helps break the cycle of poverty and illiteracy by improving educational opportunities for low-income families by helping parents gain the skills needed to become full partners in the education of their young children; and

B. Contractor desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services;

C. City is willing to utilize Contractor to provide contract services to support the Even Start Program.

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

1. DOCUMENT INCORPORATION.

The following documents are attached hereto as exhibits and incorporated herein and made a part hereof by this reference as if set forth in full herein:

A. The Prime Contract, Exhibit "A", and any extension or continuation thereof or any grant agreement which is the successor thereto which

1 authorizes a training and employment program for economically disadvantaged,
2 unemployed and underemployed persons, and the documents incorporated
3 therein and attachments thereto, including the assurances and certifications made
4 by the City to the State.

5 B. Contractor's program description, statement of work to be
6 performed, Contractor's operation plan for participants, program conditions and
7 standards for Contractor's performance under this Contract (collectively, the
8 "Statement of Work") attached hereto as Exhibit "B".

9 C. The Fee Schedule ("Budget") for the case management
10 services to be provided by Contractor (the "Services") attached hereto as Exhibit
11 "C".

12 Contractor and City agree to be bound by all the terms, conditions and
13 provisions contained in the Prime Contract, the Statement of Work and Budget
14 (collectively, the "Contract Documents"). Contractor hereby agrees to assume full
15 responsibility for the performance of the operation, coordination and administration of
16 such program pursuant to all the terms and conditions of Exhibits "B" and "C" to the
17 extent that said documents are applicable to the delivery of services by Contractor
18 hereunder; and the parties hereto agree to perform all duties, obligations and tasks to be
19 performed by each party under the Contract Documents. In the event there is any
20 conflict between the provisions of this Contract and the provisions of the Prime Contract,
21 including the attachments thereto and the documents incorporated therein, as presently
22 worded as or amended in the future, the parties agree that the provisions of the Prime
23 Contract shall control.

24 Contractor shall conduct training and employment activities in accordance
25 with the provisions of the Contract Documents.

26 2. TERM.

27 The term of this Contract ("Term") shall be deemed to have commenced as
28 of July 1, 2009 and unless sooner terminated pursuant to the provisions hereof, shall

1 terminate at midnight on June 30, 2010. Either of the parties hereto shall have the right
2 to terminate this Contract in its entirety at any time during the Term for any or no reason
3 whatsoever by giving fifteen (15) days prior written notice of termination to the other
4 party. City shall have the additional right to cancel any part of this Contract at any time
5 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
6 cancellation to the Contractor.

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

15 3. PERFORMANCE REVIEW.

16 After each quarter during the Term, the City will conduct a review of
17 Contractor's performance by comparing the Contractor's planned performance and
18 contract earning levels with the actual performance and contract earning levels achieved
19 by Contractor. If the Contractor is ten percent (10%) below planned performance and
20 contract earning levels at the end of any quarter, the Contractor may be required to
21 implement a corrective action plan. Any such corrective action plan shall be subject to
22 review and approval by the City.

23 Underperformance at the end of the second (2nd) quarter or any quarter
24 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative,
25 and at the sole discretion of the City, deobligate funds from this Contract up to the
26 amount of the underexpenditures.

27 4. CONTRACT AMOUNT AND PAYMENT.

28 The total amount which shall be payable by City to Contractor for

1 Contractor's services during the Term shall not exceed One Hundred Five Thousand
2 Seven Hundred Fifty Dollars (\$105,750.00).

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

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

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

1 amount set out in Section 11, paragraph E of this Contract.

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

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

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

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

21 5. RECORDS.

22 Records relating to the performance of this Contract shall be kept and
23 maintained by Contractor in accordance with the manner and method prescribed by
24 applicable State regulations and guidelines and City requirements, will be current,
25 complete and available for purposes of inspection and audit during business hours as
26 deemed necessary upon request by representatives of federal, state and local agencies.

27 Contractor shall provide access to all documents and materials related to
28 this Contract and shall provide any information that the City, or its designee, requires in

1 order to monitor and evaluate Contractor's performance hereunder. All such records
2 shall be maintained and accessible for a period of seven (7) years from the expiration or
3 earlier termination of this Contract.

4 6. FINANCIAL REPORTS.

5 Contractor shall promptly distribute to the City Manager or his designee
6 copies of all correspondence including, but not limited to, financial, operational and
7 performance reports which Contractor submits to or receives from the State. Contractor
8 shall provide such other reports, documents or information as may be requested or
9 required by the City or the State within three (3) days of written request. Upon expiration
10 or earlier termination of this Contract, and within the time and in the manner prescribed
11 by the City the Contractor shall perform all necessary close-out procedures required by
12 the State and the City, including preparation of close-out reports and transmittal to the
13 City of all documents in the possession of Contractor which relate to the conduct of the
14 program, within the time and in the manner prescribed by the City. Final payment to the
15 Contractor under this Contract will be paid only after the City has determined that
16 Contractor has satisfactorily completed said close-out procedures.

17 If the Contractor is subject to the Single Audit Act (SAA), the Contractor
18 shall include this Contract within the scope of the SAA audit. A copy of the SAA final
19 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)
20 calendar days after its completion and, in any event, no later than six (6) months after the
21 end of the then-current fiscal year of Contractor. In the event the Contractor fails to
22 comply with this requirement, the Contractor shall be liable for any costs incurred by City
23 for a substitute audit or review.

24 7. ACCOUNTING PROCEDURES.

25 On a monthly basis, commencing on the last day of the month succeeding
26 the Effective Date of this Contract, the Contractor will submit an invoice with supporting
27 documentation for payment based upon the cost categories in Attachment "B." These
28 invoices will be due within ten (10) working days after the end of each month. Contractor

1 shall complete the monthly payment requests in the format required by the City.

2 The Contractor will establish separate account numbers within its
3 accounting system to account for the expenditures and revenues of this Contract. The
4 Contractor's accounting system will be in compliance with all applicable procedures and
5 Federal and State authorities having jurisdiction over this Contract, and shall be
6 consistent with the fiscal and accounting procedures set forth herein. Without limiting the
7 generality of the foregoing, the Contractor shall adhere to the following fiscal and
8 accounting procedures:

9 A. Maintain a bank account and perform monthly bank
10 reconciliations.

11 i. Deposit all receipts in the bank account promptly and
12 intact. (Do not pay any expense directly out of cash receipts).

13 ii. Maintain bank validated copies for every deposit slip in
14 chronological order. Each deposit slip should include sufficient detail to
15 explain the source of the funds being deposited. (This may be done by
16 recording the details on the deposit slip or by attaching supporting
17 documentation which may have been received with the receipts.)

18 iii. Disburse all funds by check, preferably signed by two
19 (2) employees, neither of whom is the bookkeeper or the accounting clerk.

20 B. Designate specific employees to perform each of the following
21 functions:

22 i. Receipt for goods and services provided to Contractor.

23 ii. Approve the purchase of goods and services for
24 Contractor.

25 iii. Approve employee time sheets.

26 iv. Each above function shall be designated to a different
27 employee.

28 C. Maintain documented support for every check written which

should include:

i. Original invoice from each vendor.

ii. Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

iii. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and dated and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

D. Maintain a copy of each invoice submitted to Grants Accounting with copies of all supporting documents.

E. Maintain the following records in an orderly fashion by grant period or Contractor's fiscal year:

i. Bank statements and bank reconciliations.

ii. Deposit slips and supports.

iii. Checks and supports.

iv. Time sheets or documentation to verify Contractor's labor costs.

v. Cash receipts and cash disbursement journals.

vi. Requests for reimbursement and supports.

vii. Financial statements.

F. Maintain and file all required tax and personnel reports with appropriate agencies.

G. Contractor must adhere to all audit requirements as outlined in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

All invoices and billings will be considered final and must be submitted

1 within forty-five (45) calendar days from the end of the Term. Resolution of disputed
2 matters must be resubmitted within fifteen (15) calendar days from date mailed to
3 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings
4 submitted after the cut-off date.

5 8. INDEPENDENT CONTRACTOR STATUS.

6 It is distinctly understood that in the performance of this Contract, the
7 Contractor shall at all times be considered a wholly independent contractor and that
8 Contractor's obligations to and authority from the City are solely as are prescribed by this
9 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
10 any manner represent that Contractor or any of its agents, volunteers, subscribers,
11 members, officers or employees are in any manner the officers, employees or agents of
12 the City or the Greater Long Beach Workforce Development Board (GLBWDB), an
13 unincorporated non-profit association. Contractor shall not have any authority to bind the
14 City or GLBWDB at any time or for any purpose. Contractor or any of Contractor's
15 officers, employees or agents shall not have any power or authority as agents or
16 employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges
17 or benefits of a City or GLBWDB employee.

18 9. ASSIGNMENT.

19 Contractor shall not delegate its duties or assign its rights hereunder, either
20 in whole or in part, without the prior written consent of the City.

21 10. INDEMNIFICATION AND HOLD HARMLESS.

22 Contractor expressly agrees to defend, protect, indemnify and hold
23 GLBWDB, the City, their respective officers, employees and agents ("indemnified
24 parties"), free and harmless from and against any and all claims, damages, expenses,
25 loss or liability of any kind or nature whatsoever growing out of, or resulting from the acts
26 or omissions of Contractor, its officers, agents or employees in the performance of this
27 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal
28 actions that may be instituted against either the indemnified parties and Contractor shall

1 pay any settlement entered into or satisfy any judgment that may be rendered against
2 either the indemnified parties as a result of said acts or omissions of Contractor, its
3 officers, agents or employees in the performance of this Contract.

4 11. INSURANCE.

5 Concurrent with the execution of this Contract by Contractor, as a condition
6 precedent to the effectiveness of this Contract, and in partial performance of the
7 obligations of indemnity assumed by Contractor under Section 10 above, Contractor shall
8 procure and maintain during the Term at Contractor's expense:

9 A. Comprehensive General Liability in an amount not less than Two Million
10 Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million Dollars
11 (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
12 damage. The indemnified parties shall be covered as insureds in respect to liability
13 arising out of activities performed by or on behalf of the Contractor and coverage shall be
14 in a form acceptable to the Risk Manager of the City ("Risk Manager").

15 B. Automobile Liability in an amount not less than Five Hundred Thousand
16 Dollars (\$500,000.00) combined single limit per accident for bodily injury and property
17 damage covering owned, non-owned and hired vehicles.

18 C. Workers' Compensation as required by the Labor Code of the State of
19 California and Employers' Liability Insurance with limits of One Million Dollars
20 (\$1,000,000.00) per occurrence.

21 D. Accidental Medical, Death and Dismemberment Insurance for all
22 participants not entitled to workers' compensation benefits under the provisions of
23 Section 3700 of the Labor Code of the State of California, unless this requirement has
24 been waived in writing by the Risk Manager. Said insurance shall have limits of not less
25 than One Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five
26 Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment.

27 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
28 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars

1 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
2 employee's agents or representatives of the Contractor who sign as the maker of checks
3 or drafts or in any manner authorize the disbursement or expenditure of said funds.

4 Each insurance policy shall be endorsed to provide that coverage shall not
5 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
6 prior written notice has been given to the City. All such insurance shall be primary and
7 not contributing to any other insurance or self-insurance maintained by the indemnified
8 parties.

9 The insurance required hereunder shall be placed with carriers admitted to
10 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
11 Best Company and may be subject to such self-insurance or deductible as may be
12 approved by the Risk Manager. Any subcontractors which Contractor may use in the
13 performance of services under this Contract shall be required to maintain insurance in
14 accordance with the requirements of this Section 11.

15 Contractor shall furnish the City with certificates of insurance and with
16 original endorsements affecting coverage as required above. The certificates and
17 endorsements for each insurance policy shall be signed by a person authorized by that
18 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
19 provide for an extended reporting period of not less than one hundred eighty (180) days.
20 No claims made policies shall be acceptable to City unless the City Manager determines
21 that no occurrence policy is available in the market for the particular risk being insured.
22 Any modification or waiver of the insurance requirements contained in this contract shall
23 only be made with the written approval of the Risk Manager in accordance with
24 established City policy.

25 12. DRUG-FREE WORKPLACE.

26 Contractor shall comply with Government Code Sections 8350 et seq. and
27 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
28 limited to, the following:

1 A. Publishing a statement notifying employees that unlawful
2 manufacture, distribution, dispensation, possession, or use of a controlled
3 substance is prohibited and specifying actions to be taken against employees for
4 violations, as required by Government Code Section 8355(a).

5 B. Establishing a Drug-Free Awareness Program as required by
6 Government Code Section 8355(b), to inform employees about all of the following:

- 7 i. The dangers of drug abuse in the workplace,
8 ii. The person's or organization's policy of maintaining a
9 drug-free workplace,
10 iii. Any available counseling, rehabilitation and employee
11 assistance programs, and
12 iv. Penalties that may be imposed upon employees for
13 drug abuse violations.

14 C. Ensuring that every employee who provides services under
15 this Contract:

- 16 i. Will receive a copy of Contractor's drug-free policy
17 statement, and
18 ii. Will agree to abide by the terms of Contractor's
19 statement as a condition of employment on this Contract:

20 Payments due Contractor may be subject to suspension or termination for
21 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29
22 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
23 Government Code Section 8357, the City shall not be required to ensure that Contractor
24 provides a drug-free workplace.

25 13. NON-DISCRIMINATION.

26 In connection with performance of this Contract and as refined by
27 applicable federal laws, rules and regulations, Contractor shall not discriminate in
28 employment or in the performance of this Contract on the basis of race, religion, national

1 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

2 It is the policy of City to encourage the participation of Disadvantaged,
3 Minority and Women-Owned Business Enterprises in City's procurement process, and
4 Contractor agrees to use its best efforts to carry out this policy in the award of all
5 approved subcontracts to the fullest extent consistent with the efficient performance of
6 this Contract. Contractor may rely on written representations by subcontractors
7 regarding their status. Contractor shall report to City in March and in September or, in
8 the case of short-term agreements, prior to invoicing for final payment, the names of all
9 sub-consultants engaged by Contractor for this Project and information on whether or not
10 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
11 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

12 14. CONFIDENTIALITY.

13 Contractor shall keep confidential all financial, operations and performance
14 records relating to its performance of this Contract ("Data") and shall not disclose the
15 Data or use the Data directly or indirectly other than in the course of services provided
16 hereunder. The obligation of confidentiality shall continue following expiration or earlier
17 termination of this Contract. In addition, Contractor shall keep confidential all information,
18 whether written, oral, or visual, obtained by any means whatsoever in the course of
19 Contractor's performance hereunder for the same period of time. Contractor shall not
20 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
21 others without first obtaining the prior written authorization and consent of the City.

22 All data and other information, in whatever form or medium, compiled or
23 prepared by Contractor in performing its services or furnished to Contractor by City shall
24 be the property of City and City shall have the unrestricted right to use or disseminate
25 same without payment of further compensation to Contractor. Copies of Contractor's
26 work product may be retained by Contractor for its own records.

27 15. BREACH OF CONFIDENTIALITY.

28 Contractor shall not be liable for a breach of confidentiality with respect to

1 Data that:

2 A. Contractor demonstrates Contractor knew prior to the time
3 City disclosed it; or

4 B. Is or becomes publicly available without breach of this
5 Contract by Contractor; or

6 C. A third party who has a right to disclose such information does
7 so to Contractor without restrictions on further disclosure; or

8 D. Must be disclosed pursuant to subpoena, court order, state or
9 federal WIA rules and regulations, federal Department of Labor rules and
10 regulations, or the rules and regulations of any other governmental agency having
11 jurisdiction over WIA administration.

12 16. NOTICES.

13 All notices required or given pursuant to the provisions hereof may be
14 served either by:

15 A. enclosing the same in a sealed envelope addressed to the
16 party intended to receive the same at the address indicated herein and deposited
17 postage prepaid, in the U.S. Postal Service as certified mail, return receipt
18 requested, or

19 B. Personal service. Such notices shall be effective on the date
20 personal service is effected or the date of the signature on the return receipt. For
21 the purposes hereof, the address of the City and the proper party to receive any
22 such notices on its behalf is the City Manager, City Hall, 333 West Ocean
23 Boulevard, Long Beach, California 90802; and Contractor's address for service of
24 any such notices shall be Long Beach Unified School District, 3701 E. Willow
25 Street, Long Beach, California 90815, Telephone (562) 595-8893, extension 264,
26 Fax. No. (562) 634-5013.

27 17. CONTRACT ADMINISTRATION.

28 The City Manager, or designee, is authorized and directed, for and on

1 behalf of the City, to administer this Contract and all related matters, and any decision of
2 the City Manager, or his designee, in connection herewith shall be final.

3 18. CORPORATE STATUS.

4 If the Contractor is a corporation, Contractor shall, as a condition precedent
5 to the effectiveness of this Contract, submit to City proof of good standing of the
6 corporate status.

7 19. ENTIRE AGREEMENT.

8 This document fully expresses all understandings of the parties concerning
9 all matters covered and shall constitute the total Agreement. Except for the adjustments
10 of Exhibits "B" and "C" as provided in Section 4 hereof, no addition to or alteration of the
11 terms of this Contract whether by written or oral understanding of the parties, their
12 officers, agents or employees shall be valid unless made in writing and formally adopted
13 in the same manner as this Contract.

14 20. CAPTIONS AND ORGANIZATION.

15 The various headings and numbers herein and the grouping of the
16 provisions of this Contract into separate Sections, paragraphs and clauses are for the
17 purpose of convenience only and shall not be considered a part hereof, and shall have no
18 effect on the construction or interpretation of any part of this contract.

19 21. TAX IDENTIFICATION NUMBER.

20 Contractor's Tax Identification Number is [REDACTED]

21 22. AUTHORIZATION TO EXECUTE.

22 Contractor warrants and affirms to City that any and all persons signing this
23 Contract are authorized and empowered to so sign and that the execution of this Contract
24 by such person or persons does bind Contractor to all terms, covenants and conditions of
25 this Contract.

26 ///

27 ///

28 ///

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.

LONG BEACH UNIFIED SCHOOL DISTRICT,
a California public agency

By

Barrick L. Bartlett

Purchasing & Contracts Director

Type or Print Name

By

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

Assistant City Manager

By

City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Contract is approved as to form on March 16, 2009

ROBERT E. SHANNON, City Attorney

By:

Deputy

Grant Award Notification

GRANTEE NAME AND ADDRESS Patrick West, Assistant City Manager City of Long Beach 3447 Atlantic Avenue Long Beach, CA 90807	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	09	14331	2199	2
Attention Patrick West	COUNTY 19	STANDARDIZED ACCOUNT CODE STRUCTURE		
Program Office City of Long Beach		Resource	Revenue Object	
Telephone 562-570-6711		3105	8290	

Name of Grant Program

William F. Goodling Even Start Family Literacy

GRANT AMOUNT	Original/Prior Amendments	Amendment Number	Amendment Amount	Total	Index	Federal Catalog Number
	\$120,750.00			\$120,750.00	0656	84.213C
AWARD DATES	Starting		Ending			
	July 1, 2009		June 30, 2010			

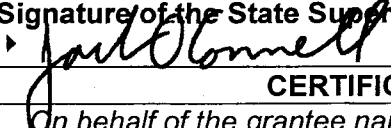
Dear Mr. West:

Congratulations! I am pleased to inform you that you have been funded for a four-year grant for the William F. Goodling Even Start Family Literacy Program.

This award is made contingent upon the availability of funds and complying with all programmatic requirements. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Maria A. Amor, Staff Services Analyst
Even Start Office
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

California Department of Education Contact Maria A. Amor	Title Staff Services Analyst
E-mail Address mamor@cde.ca.gov	Telephone 916-319-0606
Signature of the State Superintendent of Public Instruction or Designee 	Date July 28, 2009
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS	
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>	
Printed Name of Authorized Agent	Title
E-mail Address	Telephone
Signature ▶	Date

GRANT AWARD NOTIFICATION (Continued)

William F. Goodling Even Start Family Literacy Program

Annual Evaluation Report

For project year 2009-10, the maximum amount approved by the Even Start Office for preparation of the annual program evaluation, evaluation activities (including services for an independent evaluator), and data collection will be \$5,000.

Noncompliance

All grantees must comply with the Education Department General Administrative Regulations (EDGAR), Subpart C, Section 80.43 under Enforcement:

- (a) Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions as appropriate in the circumstances: (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency; (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program; (4) Withhold further awards for the program; or (5) Take other remedies that may be legally available.

Budget Revisions

Any budget revision in excess of 10 percent in any budget category will require prior written approval from the Even Start Office. The final deadline to request a budget revision for 2009-10 is **April 2, 2010**.

Timeline for Financial Reports

The Financial Reports are a sequence of expenditures that occur throughout the entire accounting process. These reports are intended to assist projects with the quarterly monitoring of their expenditures and ensure accountability of all expenditures that were approved in the 2009-10 budget. These reports are due **January 29, 2010, and April 30, 2010**.

EXHIBIT "B"

SCOPE OF SERVICES

**Even Start Family Literacy Grant
Cost Reimbursement Contract**

CONTRACTOR: Long Beach Unified School District
(Hereinafter referred to as "Contractor")
1515 Hughes Way
Long Beach, California 90810

CONTRACT PERIOD: July 1, 2009 – June 30 2010

I. STATEMENT OF WORK:

In accordance with this Contract, the Long Beach Unified School District, hereinafter referred to as the "Contractor", will provide Even Start Family Literacy services in coordination for the Pacific Gateway Workforce Investment Network, administered by the City of Long Beach, hereinafter referred to as the "Network". The Catalogue of Federal Domestic Assistance (CFDA) title for this project is listed under Even Start Grants at CFDA 84.213C. The United States Department of Education is the federal agency responsible for the Even Start Family Literacy Program under CFR Part 212, EDGAR as applicable, PL 100-297 Elementary and Secondary Education Act of 1965 as amended.

The project code number as assigned by the Even Start National Evaluation team will be CA1D. This project code should be used to identify this project when communicating with the National Evaluation Team.

II. AMOUNT OF CONTRACT:

The Contractor will be reimbursed through a purchase order process. All costs will be in compliance with Exhibit "C."

III. PROJECT CONTACT INFORMATION:

For purposes of project coordination, the following individuals are the responsible parties for which all operational and fiscal activities will be coordinated:

- City Program Contact

Alisa Munoz, Program Manager
 Career Transition Center
 3447 Atlantic Ave.
 Long Beach, CA 90807
 (562) 570-3748
- City Fiscal Contact

Gary Stoppelmoor, Fiscal
 Coordinator
 Career Transition Center
 3447 Atlantic Ave.
 Long Beach, CA 90806
 (562) 570-7738
- Contractor Program Contact

Roberta Lanterman
 Long Beach School for Adults
 3701 E. Willow Street
 Long Beach, Ca 90815
 (562) 595-8893, ext. 203
- Contractor Fiscal Contact

Pina Wright
 Contract Analyst
 Long Beach Unified School
 District
 Purchasing & Contracts Branch
 Long Beach, CA 90805
 (562) 663-3018

IV. SERVICES:

- A. Contractor shall provide Even Start family literacy services including early childhood, parent education, adult basic education, and parent and child interactive literacy activities.
- B. Contractor will attend all required State and local meetings as required.
- C. Contractor will ensure that all program services will be offered at the Long Beach School for Adults and in coordination with Long Beach Unified School district Head Start.
- D. Outreach and Recruitment: Contractor will be responsible for all outreach and recruitment of project participants in collaboration with the Network. Methods of outreach and recruitment will focus on

marketing through the Network's workforce programs, outreach through various school sites, and neighborhood outreach efforts.

- E. Orientation: An individual or small group orientation will be conducted prior to enrolling a family in the project. The orientation will include, but is not limited to the following:
 - 1. Convey to participant the purpose of the project.
 - 2. Describe what may be expected in terms of participation.
 - 3. Relate classroom schedules and facility services information.
 - 4. Stress the positive and helpful aspects of the project through involvement in motivational activities.
 - 5. Elicit full cooperation and commitment toward the project.
 - 6. Explanation of the various components of the project.
 - 7. Explanation of the reasons for each project component.
 - 8. Explanation of the Network's programs and services.
 - 9. Opportunities for questions and answers.
- F. Placement: Contractor will assist the families in determining the proper mix of services and placement into a local program.
- G. Services: Contractor will ensure that families receive the proper mix of services, which will include early childhood education, parent education, adult basic education/higher education as appropriate, and parent and child interactive literacy activities.
- H. Contractor will ensure that coordination with the workforce program occurs in order to provide employment services to customers on an as needed basis.
- I. Contractor will maintain and provide all data to the State Department of Education using the ESPIRS system. Reports must also be forwarded to the Network in conjunction with submission to the State.
- J. Contractor will ensure coordination with all project partners on a regular basis.

V. RECORD MANAGEMENT AND TIMELINES:

- A. All records shall be made available to the City for inspection on an as-needed basis.
- B. Contractor will be responsible for the accuracy and completeness of all activities, and for the security of all related documents and data.

- C. Attendance records for all classes and events shall be maintained and submitted to appropriate Network staff upon request.

VI. GOALS OF THE PROJECT:

The Contractor shall ensure the following goals established for the project:

- A. To assist children in reaching their full potential as learners.
- B. To help parents become full partners in their children's education.
- C. To provide literacy training for parents.
- D. To help parents develop skills necessary to obtain and maintain employment.
- E. To develop a model for addressing the needs of families within the family literacy model.

The Contractor shall provide evidence of success towards accomplishing these established goals by providing a program evaluation at the end of each program year.

VII. CONTINUATION OF CONTRACT:

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of funds from the State of California Department of Education.

VIII. INVOICING/BUDGETARY REQUIREMENTS:

- A. Contractor is responsible for the ordering, payment, and receiving of all materials necessary to administer all program components.
- B. Contractor will ensure that billing is submitted monthly and is in compliance with Exhibit "B" Budget Summary.
- C. Section 1054[c] of the General Education Provisions Act (GEPA) provides that funds may not be used for indirect costs. Under section 89.24(a) of EDGAR, indirect costs do not qualify for cost sharing and may not be used as a portion of the grantee's contribution to the project cost. Funds from Event Start projects must be kept in a separate account from the Title I funds per GEPA section 635(b)(2) and (b)(5). Although the Even Start Family Literacy Program is operated under the auspices of Part B of Title I of the Elementary and Secondary Education Act, these funds cannot be co-mingled and must be accounted for separately.

- D. Contractor shall ensure that the maximum federal funded share of the total allocated amount is based on a federal portion that will decrease by 10% each year. The in-kind share starts at 10% and must increase by 20%, 30%, and 40% each succeeding year through year four. In years five through eight a 50% in-kind match is required.
- E. Contractor shall ensure that all funds awarded during the term of this contract must be spent or encumbered by June 30, 2010.

IX. CONTRACT MODIFICATION:

Contractor agrees to the following procedures for modification:

- A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the Network.
- B. The City may initiate a modification at any time during the contractual term with written concurrence from the Contractor.
- C. Any changes made in Exhibit "C" Budget Summary must be approved by the Network and be processed either through a Letter of Modification or an Amendment.

Exhibit C

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK ADMINISTERED BY THE CITY OF LONG BEACH

PROJECT BUDGET SUMMARY

Organization Information: Even Start Family Literacy

Name: Long Beach Unified School District

Address: 3701 E. Willow St., Long Beach, CA 90815

Telephone Number: 562-595-8893 x. 203

Fax Number: 562-989-1847

Email Address: rlanterman@lbschools.net

Contact Person: Roberta Lanterman

Federal ID: _____

Agreement Information:

Budget Period: 7-01-09- to 6-30-10

Contract No: _____

Effective Date: 7/1/2009

Amendment No: _____

Funding Source: CA Department of Education Even Start Family Literacy

Project Name: Long Beach Family Literacy

Fiscal Approval:

Randia M. Belles

Date: 3/2/10

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
101	Administrative Costs	-		-
102	Fringe Benefits			-
103	Administrative Costs - Other			-
118	Indirect Costs			-
201	Project Staff	65,060.00		65,060.00
202	Fringe Benefits	25,067.00		25,067.00
203	Training/Training Materials	5,623.00		5,623.00
204	Operating Costs			-
205	Support Services	2,800.00		2,800.00
206	Program - Other	7,200.00		7,200.00
Total Funds Requested:		105,750.00	-	105,750.00

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

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

BUDGET DETAIL

ADMINISTRATIVE COSTS

Account 101

Position Title/Activity	Annual Salary	No. of Months	% of Time	Total
N/A				
			TOTAL	-

ADMINISTRATIVE COSTS: FRINGE BENEFITS

Account 102

Description	% Rate	Rate Applied to		Total
FICA				
Workmen's Compensation				
Health & Welfare Insurance				
Retirement or Pension				
Other SUI				
			TOTAL	-

ADMINISTRATIVE COSTS: OTHER

Account 103

Description		Quantity/Price		Total
			TOTAL	-

ADMINISTRATIVE COSTS: IN-DIRECT

Account 118

Indirect Costs				Total
			TOTAL	-

PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Salary	No. of Months	Time	Total
Program Facilitator		10	100.00%	37,914.00
Hourly Teacher Support		10	100.00%	\$16,000
Office Assistant		10	31%	11,145.00
			TOTAL	65,059.00

PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to		Total
FICA				942.00
Workmen's Compensation				1,950.00
Health & Welfare Insurance				14,380.00
Retirement or Pension				6,909.00
Other SUI				195.00
Staff Fringes		65,059		\$691
			TOTAL	25,067

TRAINING/TRAINING MATERIALS**Account 203**

Description	Quantity/Price			Total
Parent and Child Instructiona Materials				\$4,000
Office Supplies				\$1,623
			TOTAL	5,623.00

OPERATING COSTS**Account 204**

Description	Quantity/Price			Total
			TOTAL	-

SUPPORT SERVICE**Account 205**

Description	Quantity/Price			Total
Bus Passes	10 @ \$28 per month for 10 months			\$2,800
			TOTAL	2,800.00

PROGRAM - OTHER**Account 206**

Description	Quantity/Price			Total
Evaluator				\$5,000
Travel & Professional Developm				\$2,200
			TOTAL	7,200.00

CASH CONTRIBUTION**Account 301**

Description	Quantity/Price			Total
				-
			TOTAL	-

IN-KIND CONTRIBUTION**Account 302**

Description	Quantity/Price			Total
See itemization below				
			TOTAL	-

GRAND TOTAL FUNDS REQUESTED**\$****105,750**

**COST SHARING/MATCH
IN-KIND CONTRIBUTION**

Account 302

PROGRAM COSTS: STAFF SALARIES

Position Title/Activity	Salary	No. of Months	% of Time	Total
Project Manager				
Project Manager				
Clerical				
Faculty for Skills Instruction				
Dean of Workforce Development				
Project Advisor				
			TOTAL	-

PROGRAM: FRINGE BENEFITS

Description	% Rate	Rate Applied to	Total
Staff Fringes			

PROGRAM - OTHER

Description	Quantity/Price	Total
Industry Content Experts for curriculum development		
Virtual Job Shadows		
Port/Industry Tours		
Recognition Ceremonies		
Outreach materials		
Professional Memberships		
Consumable Testing and Instructional Materials (Consumable supplies and AV Materials @ \$16,000 and industry-specific software for training @ \$4,000)		
CITD space usage for satellite GMEC		
CITD staff time for website development		
Marketing job applicants to CITD clients and trade partners		
CITD assistance in placing students in paid internships		
Market GMEC to CITD clients and @ CITD events)		
TOTAL IN-KIND CONTRIBUTIONS		-