

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

CONTRACT

29529

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of the 1st day of July, 2005, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 18, 2005, by and between the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the "CITY"), and the LONG BEACH UNIFIED SCHOOL DISTRICT, a public school system created and authorized by the California Constitution and Long Beach City Charter, with offices located at 1515 Hughes Way, Long Beach, California 90810, hereinafter referred to as "CONTRACTOR."

RECITALS

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

1. City has entered into an agreement ("Prime Contract") with the State of California, Employment Development Department (hereinafter "State") to provide early childhood and family literacy services.
2. In order to fulfill its obligations to State under the Prime Contract, City desires to engage Contractor to provide certain Even Start Family Literacy activities/services in coordination with Welfare to Work policies and regulations of the City.
3. Contractor desires to perform such work in accordance with the terms and conditions of this Contract.

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

Section 1. Document Incorporation.

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

- A. The Prime Contract and any extension or renewal thereof or any grant agreement which is the successor thereto which authorizes a training and employment program for economically disadvantaged, unemployed and

1 underemployed persons, and the documents incorporated therein and attachments  
2 thereto, including the assurances and certifications made by the City to the State.

3 B. Contractor's program description, statement of work to be performed,  
4 Contractor's operation plan for participants, program conditions and standards for  
5 Contractor's performance under this Contract (collectively, the "Scope of Services")  
6 attached as Attachment "A" hereto.

7 C. Contractor's fee schedule ("Fee Schedule") attached hereto as  
8 Attachment "B" for training and employment activities to be provided by Contractor  
9 (the "Services").

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

22 Contractor shall provide the Services in accordance with the provisions of the  
23 Contract Documents.

24 Section 2. Term.

25 The term of this Contract ("Term") shall be deemed to have commenced on  
26 July 1, 2005 and unless sooner terminated pursuant to the provisions hereof shall

1 whatsoever by giving 15 days prior written notice of termination to the other party. City  
2 shall have the additional right to cancel any part of this Contract at any time during the  
3 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
4 Contractor.

5 Notwithstanding the foregoing, the City shall have the right to terminate and  
6 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
7 Contractor subjects the City to liability, legal obligations or program operation obligations  
8 beyond the obligation of City under the Prime Contract.

9 If this Contract is terminated prior to the expiration of the Term, Contractor  
10 shall be reimbursed for all eligible program costs which have accrued but not been paid  
11 through the effective date of termination. Contractor agrees to accept such amount, plus  
12 all amounts previously paid, as full payment and satisfaction of all obligations of City to  
13 Contractor.

14 Section 3. Performance Review.

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

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

26 Section 4. Contract Amount and Payment.

27 The total amount which shall be payable by City to Contractor for Contractor's  
28 services during the Term shall not exceed One Hundred Sixty Two Thousand Five Hundred

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1 (\$162,500.00) ("Contract Amount").

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 performance  
4 of this Contract which are authorized, approved and included in the Fee Schedule and are  
5 in 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 be  
8 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 the Fee Schedule. In no event shall  
14 the total of such advance payments exceed an amount equal to the average budgeted  
15 expenses for one (1) month as set forth in the Fee Schedule. 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 the

1 Contractor shall not charge nor receive compensation under this Contract for  
2 any services or expenses unless said services or expenses are directly and exclusively  
3 related to the purposes of this Contract, and provided that payment is not also received by  
4 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 for  
13 promptly, and Contractor shall keep separate detailed accounts for each expenditure for  
14 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, as amended, and will be used to  
18 further program objectives unless the Governor of the State of California requires that such  
19 income be turned over to the State.

20 Section 5. Records.

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

26 Contractor shall provide access to all documents and materials related to this  
27 Contract and shall provide any information that the City, or its designee, requires in order  
28 to monitor and evaluate Contractor's performance hereunder. All such records shall be

1 maintained and accessible for a period of seven (7) years from the expiration or earlier  
2 termination of this Contract.

3 Section 6. Financial Reports.

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

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

23 Section 7. Accounting Procedures.

24 On a monthly basis, commencing on the last day of month next succeeding  
25 the Effective Date of this Contract, the Contractor will submit an invoice with supporting  
26 documentation for payment based upon the cost categories in the Fee Schedule. These  
27 invoices will be due within ten (10) working days after the end of each month Contractor  
28 shall complete the monthly payment requests in the format required by the City.

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

8                   A.     Maintain a bank account and perform monthly bank reconciliations.

9                   1.     Deposit all receipts in the bank account promptly and intact.  
10                  (Do not pay any expense directly out of cash receipts).

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

16                  3.     Disburse all funds by check, preferably signed by two  
17 employees, neither of whom is the bookkeeper or the accounting clerk.

18                  B.     Designate specific employees to perform each of the following  
19 functions:

20                  1.     Receipt for goods and services provided to Contractor.

21                  2.     Approve the purchase of goods and services for Contractor.

22                  3.     Approve employee time sheets.

23                  4.     The designee for B.1 and B.2 above cannot be the same  
24 person.

25                  C.     Maintain documented support for every check written which should  
26 include:

27                  1.     Original invoice from each vendor.

28                  2.     Indication by signature and date of an authorized employee

1 that the goods or services were received by the Contractor. This may be  
2 done on a separate receiving report, a copy of a packing slip or on the  
3 invoice itself.

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

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

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

- 12 1. Bank statements and bank reconciliations.
- 13 2. Deposit slips and supports.
- 14 3. Checks and supports.
- 15 4. Time sheets or documentation to verify Contractor's labor  
16 costs.
- 17 5. Cash receipts and cash disbursement journals.
- 18 6. Requests for reimbursement and supports.
- 19 7. Financial statements.

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

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

25 All invoices and billings will be considered final and must be submitted  
26 within 45 calendar days from the end of the Term. Resolution of disputed matters must  
27 be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole  
28 discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

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Section 8. Independent Contractor Status.

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

Section 9. Assignment.

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

Section 10. Indemnification and Hold Harmless.

Contractor expressly agrees to defend, protect, indemnify and hold GLBWDB, the City, and their respective officers, employees and agents ("indemnified parties"), free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of Contractor, its officers, agents or employees in the performance of this Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the indemnified parties and Contractor shall pay any settlement entered into or satisfy any judgment that may be rendered against either the indemnified parties as a result of said acts or omissions of Contractor, its officers, agents or employees in the performance of this Contract.

1                   Section 11. Insurance.

2                   As a condition precedent to the effectiveness of this Contract, and at all times  
3 during the term hereof, at its sole expense and in partial performance of the obligations of  
4 indemnity assumed under Section 10 above, Contractor shall procure and maintain the  
5 following types and amounts of insurance:

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

13                   B.     Automobile Liability in an amount not less than Five Hundred  
14 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and  
15 property damage covering owned, non-owned and hired vehicles.

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

19                   D.     Accidental Medical, Death and Dismemberment Insurance for all  
20 participants not entitled to workers' compensation benefits under the provisions of  
21 Section 3700 of the Labor Code of the State of California, unless this requirement  
22 has been waived in writing by the Risk Manager. Said insurance shall have limits  
23 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and  
24 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

25                   E.     Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
26 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand  
27 Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds  
28 by those employee's agents or representatives of the Contractor who sign as the

1 maker of checks or drafts or in any manner authorize the disbursement or  
2 expenditure of said funds.

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

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

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

22 Section 12. Drug-free Workplace.

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

26 A. Publishing a statement notifying employees that unlawful manufacture,  
27 distribution, dispensation, possession, or use of a controlled substance is prohibited  
28 and specifying actions to be taken against employees for violations, as required by

1 Government Code Section 8355(a).

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

- 4 1. The dangers of drug abuse in the workplace,
- 5 2. The person's or organization's policy of maintaining a drug-free  
6 workplace,
- 7 3. Any available counseling, rehabilitation and employee  
8 assistance programs, and
- 9 4. Penalties that may be imposed upon employees for drug abuse  
10 violations.

11 C. Ensuring that every employee who provides services under this  
12 Contract:

- 13 1. Will receive a copy of Contractor's drug-free policy statement,  
14 and
- 15 2. Will agree to abide by the terms of Contractor's statement as  
16 a condition of employment on this Contract:

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

22 Section 13. Non-Discrimination.

23 In connection with performance of this Contract and as refined by applicable  
24 federal laws, rules and regulations, Contractor shall not discriminate in employment or in  
25 the performance of this Contract on the basis of race, religion, national origin, color, age,  
26 sex, sexual orientation, AIDS, HIV status, handicap, or disability.

27 It is the policy of City to encourage the participation of Disadvantaged,  
28 Minority and Women-Owned Business Enterprises in City's procurement process, and

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

9 Section 14. Confidentiality.

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

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

24 Section 15. Breach of Confidentiality.

25 Contractor shall not be liable for a breach of confidentiality with respect to  
26 Data that:

27 (a) Contractor demonstrates Contractor knew prior to the time City  
28 disclosed it; or

1 (b) Is or becomes publicly available without breach of this Contract by  
2 Contractor; or

3 (c) A third party who has a right to disclose such information does so to  
4 Contractor without restrictions on further disclosure; or

5 (d) Must be disclosed pursuant to subpoena, court order, state or federal  
6 WIA rules and regulations, federal Department of Labor rules and regulations, or the  
7 rules and regulations of any other governmental agency having jurisdiction over  
8 WIA administration.

9 Section 16. Copyrights and Patent Rights.

10 A. Contractor shall place the following copyright protection on all  
11 Data: © City of Long Beach, California 2004.

12 B. City reserves the exclusive right to seek and obtain a patent or  
13 copyright registration on any Data or other result arising from Contractor's  
14 performance of this Contract. By executing this Contract, Contractor assigns any  
15 ownership interest Contractor may have or claim in the Data to City.

16 Section 17. Notices.

17 All notices required or given pursuant to the provisions hereof may be served  
18 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to  
19 receive the same at the address indicated herein and deposited postage prepaid, in the  
20 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.  
21 Such notices shall be effective on the date personal service is effected or the date of the  
22 signature on the return receipt. For the purposes hereof, the address of the City and the  
23 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
24 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
25 service of any such notices shall be Long Beach Unified School District, 1515 Hughes  
26 Way, Long Beach, CA 90810, Attention: Colleen Triesch; Telephone No. (562) 427-1046;  
27 email address: Ctriesch@lbusd.k12.ca.us.

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1                   Section 18. Contract Administration.

2                   The City Manager, or designee, is authorized and directed, for and on behalf  
3 of the City, to administer this Contract and all related matters, and any decision of the City  
4 Manager, or his designee, in connection herewith shall be final.

5                   Section 19. Corporate Status.

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

9                   Section 20. Entire Agreement.

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

16                  Section 21. Captions and Organization.

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

21                  Section 22. Tax Identification Number.

22                  Contractor's Tax Identification Number is [REDACTED]

23                  Section 23. Authorization to Execute.

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

28                  IN WITNESS WHEREOF, the parties hereto have caused these presents to

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1 be duly executed with all the formalities required by law on the respective dates set forth  
2 opposite their signatures.

LONG BEACH UNIFIED SCHOOL DISTRICT,  
a public school system created and authorized  
by the California Constitution and Long Beach  
City Charter

3  
4  
5 Dated: 1/25/06, 2005

By   
Title Chief Business & Financial Officer

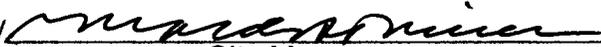
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7 Dated: \_\_\_\_\_, 2005

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

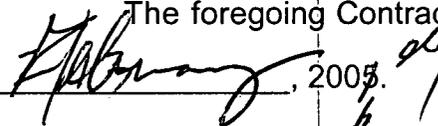
"Contractor"

CITY OF LONG BEACH, a municipal corporation

8  
9  
10  
11  
12 Dated: 3-6-, 2006

By   
City Manager

"City"

13  
14 The foregoing Contract is hereby approved as to form this 13<sup>th</sup> day of  
15  2005.  
16

ROBERT E. SHANNON, City Attorney

By   
Everett L. Glenn, Deputy

**EXHIBIT "A"**

**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, 2005 – June 30 2006

**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 City of Long Beach, hereinafter referred to as the "City". 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 Attachment "B."

**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 Stopplemoor  
Fiscal Coordinator  
Workforce Development Bureau  
333 W. Ocean Blvd.  
Long Beach, CA 90802  
(562) 570-7738
  
- Contractor Program Contact  
Colleen Triesch  
Burnett Elementary School  
565 Burnett  
Long Beach, Ca 90806  
(562) 427-1041
  
- Contractor Fiscal Contact  
Nancy Rapadas  
Budget Advisor  
1515 Hughes Way  
Long Beach, CA 90810  
(562) 997-8432

**IV. SERVICES:**

- A. Contractor shall provide Even Start family literacy services including early childhood, parent education, adult basic education, and parent and child time together.
  
- 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, Burnett Elementary School, King-Edison Elementary School, and at various Head Start locations throughout the Greater Long Beach community.
  
- D. Outreach and Recruitment: Contractor will be responsible for all outreach and recruitment of project participants in collaboration with the City. Methods of outreach and recruitment will focus on marketing through the City'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 City's Career Transition Center 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 time together.
- 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 City 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 CTC staff.

**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 Attachment "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.
- E. Contractor shall ensure that all funds awarded during the term of this contract must be spent or encumbered by June 30, 2006.

**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 City.
- 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 Attachment "B" Budget Summary must be approved by the City and be processed either through a Letter of Modification or an Amendment.

**CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
PROJECT BUDGET SUMMARY  
Attachment B**

**Organization Information:**

**Name:** Long Beach Unified School District Family Literacy

**Address:** 565 E. Hill Street Long Beach CA 90806  
Street City Zip Code

**Telephone Number:** 562-427-1041

**Fax Number:** 562-989-1847

**Email Address:** ctriesch@lbusd.k12.ca.us

**Contact Person:** Colleen Triesch

**Federal ID:** [REDACTED]

**Agreement Information:**

**Budget Period:** 7/1/05 - 6/30/06 **Contract No:** \_\_\_\_\_

**Effective Date:** 7/1/2005 **Amendment No:** \_\_\_\_\_

**Funding Source:** William F. Goodling Even Start Family Literacy Program

**Project Name:** Family Literacy

**Fiscal Approval:** *Ashley Alicia Trueno* **Date:** \_\_\_\_\_

## 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	103,500.00		
202	Fringe Benefits	37,000.00		
203	Training/Training Materials	8,000.00		
204	Operating Costs	500.00		
205	Support Services	3,000.00		
206	Program - Other	10,500.00		
<b>Total Funds Requested:</b>		162,500.00		-

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

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

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



**TRAINING/TRAINING MATERIALS****Account 203**

Description	Quantity/Price	Total
adult and child materials		8,000.00
	<b>TOTAL</b>	<b>8,000.00</b>

**OPERATING COSTS****Account 204**

Description	Quantity/Price	Total
phone		500.00
	<b>TOTAL</b>	<b>500.00</b>

**SUPPORT SERVICE****Account 205**

Description	Quantity/Price	Total
bus passes		3,000.00
	<b>TOTAL</b>	<b>3,000.00</b>

**PROGRAM - OTHER****Account 206**

Description	Quantity/Price	Total
evaluator		5,000.00
printing		300.00
postage		200.00
conferences, travel, mileage		5,000.00
	<b>TOTAL</b>	<b>10,500.00</b>

**CASH CONTRIBUTION****Account 301**

Description	Quantity/Price	Total
	<b>TOTAL</b>	<b>-</b>

**IN-KIND CONTRIBUTION****Account 302**

Description	Quantity/Price	Total
	<b>TOTAL</b>	<b>-</b>

GRAND TOTAL	\$	162,500.00
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