

Robert E. Shannon
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THIRD AMENDMENT TO CONTRACT NO. 28908

28908

THE THIRD AMENDMENT TO CONTRACT NO. 28908 ("Third Amendment") is authorized by a minute order adopted by the City Council of the City of Long Beach at its meeting held on the 15th day of November, 2005 between the CITY OF LONG BEACH ("City") and CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION ("Contractor").

1. RECITALS. This Third Amendment is made with reference to the following facts and objectives:

1.1 The parties entered into Contract No. 28908 dated July 1, 2004 ("Contract") pursuant to which City retained Contractor to provide certain program activities/services to economically disadvantaged, unemployed and underemployed adult residents of the City pursuant to an agreement between the City and the Employment Development Department of the State of California.

1.2 The parties amended the Contract pursuant to that First Amendment to Contract dated April 28, 2005, to increase the contract amount, modify the services to be rendered and the Contractor's budget for providing the services.

1.3 The parties desire to further amend the Contract by increasing the contract amount and extending the term of the Contract

NOW, THEREFORE, the parties mutually agree as follows:

2. This Third Amendment shall become effective on January 1, 2006.

3. The term of this Contract shall be and hereby is extended through June 30, 2006.

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4. The total amount payable to Contractor for services rendered shall be and hereby is increased by ~~\$154,770.00~~ ^{\$154,701.26} to a total of ~~\$664,425.00~~ ^{\$664,416}.

5. Except as modified by this Third Amendment, all of the terms, covenants, and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment with all of the formalities required by law.

CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a nonprofit public corporation

2/23, 2006

By [Signature]
Susanne DeRosa, Director
Grants, Contracts & Foundation Programs
(Print Name & Title)

_____, 2006

By _____
(Print Name & Title)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4/4/, 2006

By [Signature]
City Manager

"City"

The foregoing Third Amendment to Contract No. 28908 is hereby approved as to form this 7th day of March, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Everett L. Glenn, Deputy

ATTACHMENT "A.3"

Scope of Work

Staffing Services
Cost Reimbursement Contract

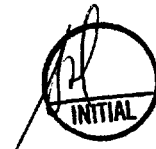
CONTRACTOR: California State University Long Beach Foundation
1200 Bellflower Blvd., HSD 117
Long Beach, CA 90840
(Hereinafter referred to as "Contractor")

CONTRACT PERIOD: January 1, 2004 – June 30, 2006

PROGRAM UNITS:

PROGRAM UNITS	STAFF PER PROGRAM UNIT
Employment Specialist	5.0
Resource Center Technician	2.0
Clerical Assistant	1.0
Agency Management	.5
Total Contracted Funds:	\$154,701.26

(for 3rd Amendment)



I. STATEMENT OF WORK:

In accordance with this Contract, "Contractor", will provide Workforce Investment Act (WIA) funded staffing services to eligible customers at the Workforce Development Bureau's (WDB) sponsored Career Transition Center (CTC). The CTC's administrative staff will supervise contractor's staff. The Operations Supervisor will coordinate daily routine operations.

II. AMOUNT OF CONTRACT:

Contractor's funds ^{for the Third Amendment} will not exceed \$154,701.26 of WIA funds. The Contractor will be paid on a cost reimbursement basis according to the attached Budget Summary (Attachment "B.3"). Contractor's funds will be subject to deobligation if, on a quarterly basis, expenditures are less than 80% of the budget.



The Contractor may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.



III. REQUIREMENTS AND JOB DESCRIPTIONS:

All staff are subject to the WDB/CTC 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 WAI 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.

B. Clerical Assistant

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

1. Assist Supervisor in daily activities;
2. Assist with program application intake and certification process;
3. Assist with the maintenance of resources and equipment;
4. Assist in assessment and orientation process;
5. Maintain customer/participant/visitor traffic flow, including sign-in log and activities;
6. Answer phones and greet customers;
7. Update and maintain applicant databases;
8. Data entry;
9. Conduct various assignments requested by administrator or management staff;

C. Resource Center Technician

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

1. Conducts recruitment, intake, program orientations, assessment, and program/services referrals;
2. Provides customer service, answers questions, informs customers of Center activities, procedures, and meets customer needs;
3. Monitors operation and performs routing maintenance of Resource Center Computers and office equipment including photocopiers, fax machines, and printers;
4. Collects, distributes and maintains information and resource materials regarding available services and activities;
5. Assist customers with maintenance of job postings;
6. Assist customers with drafting resumes and cover letters, completing job applications, computer operations, and on-line search activities;
7. Assist with data entry and tracking of customer regulations, scan card issuance, activities and usage of Internet-based Virtual One-Stop case management system;
8. Provides Front Desk relief coverage as needed; and
9. Conduct various assignments requested by supervisor or management staff

IV. STAFF ASSIGNMENTS:

- A. CTC Administration, the Operations Supervisor and the Contractor will mutually agree upon staff assignments. Personnel decisions regarding the CTC will be made in conjunction with the Contractor's Management Representative, Operations Supervisor and CTC Administration. The WDB Manager will have the final decision and authority regarding Contractor's staff removal from the CTC.
- 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 the CTC, Monday through Friday from 8:00 a.m. to 5:00 p.m. and extended hours as appropriate unless otherwise agreed upon. Staff may be reassigned to a designated satellite office site as determined by the SDA Administrator with prior notification and consultation with the Contractor. Contractor must notify the WDB, via the CTC Director, of any planned absences of staff in support of internal meetings, training, etc., as far in advance as possible.
- D. Vacation schedules must be mutually agreed upon by the Contractor and CTC'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 CTC 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 CTC administrative staff.
- B. Performance evaluation will be based on the following areas:
 - 1. Job knowledge
 - 2. Quality/Quantity of work
 - 3. Organizational relationships
 - 4. Problem solving/decision making abilities
 - 5. Attendance/punctuality
 - 6. Planning and organization
 - 7. Communication
 - 8. Leadership

VI. PROGRAMMATIC CONTROLS:

Programmatic controls are instituted by the Contractor to ensure:

- A. All staff is under the direction and supervision of the CTC Director and Administrative staff, and adhere to WDB and CTC policies and procedures.
- B. Management Information Systems (MIS) documents are submitted on a timely basis.
- C. Discrepancies in reports and/or documents are quickly resolved on a timely basis.
- D. Submittal of all billing information/invoices on a monthly basis to the WDB Financial Services Unit as follows:

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

- E. All staff located at the Career Transition Center on a full-time basis or at other approved satellite locations.
- F. All forms, publications, flyers, training materials, etc., are reviewed and approved by the CTC management staff prior to implementation.

VII. CONTRACT MODIFICATION:

The Contractor agrees to the following procedures for modification of this contract.

- A. All requests for contract modification must provide a written detailed justification for such a modification.
- B. The City may initiate a modification at any time during the contractual term with concurrence from the Contractor.

VIII. BUDGET MODIFICATION:

Budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.

IX. WIA REQUIRED CONTRACT CLAUSES

The Contractor assures compliance, as applicable, during the execution of this agreement to:

1. Termination for cause and for convenience by awarding agency;
2. Access to records by awarding agency, grantee, DOL, or the Comptroller General of the United States for purposes of audit, examination, excerpts, and transcriptions (for other than small purchase transaction);
3. Comply with awarding agency requirements and/or regulations related to patent rights, copyrights, and rights in data;
4. Maintain records for up to seven (7) years;
5. The Equal Employment Opportunity provisions;
6. The Americans with Disabilities Act of 1990;
7. The Contract Work Hours and Safety Standards Act;
8. The Clean Air Act and Environmental Protection Agency regulations;
9. The Energy Policy Conservation Act;
10. The Byrd Anti-Lobbying Amendment;
11. The Debarment and Suspension requirements;
12. The Copeland "Anti-Kickback" Act
13. The Davis-Bacon Act.

Audit Requirements:

As a condition of receiving WIA funds, WIA audit/monitor representatives shall at all times during the period the grant is in force and for a period of seven (7) years thereafter, have access to all related records and financial statements.

Administrative Dispute Resolution

The WDB and Contractor will communicate openly and directly to dissolve any problems or disputes related to completing this contract in a cooperative manner and at the lowest

level of intervention possible. Should informal resolution efforts fail, the dispute shall be referred to the WDB Manager who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the Greater Long Beach Workforce Development Board. The Executive Committee decision will be the final administrative decision.

Nepotism

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the act of a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employing agency.

No subgrantee or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act, if a member of that person's immediate family is engaged in an administrative capacity for the grantee from which that subgrantee or employing agency obtains its funds.

The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, son-in-law, sister-in-law, daughter-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and step child.

ATTACHMENT "B.3"

CITY OF LONG BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT
WORKFORCE DEVELOPMENT BUREAU
WIA PROJECT BUDGET SUMMARY

Organization Information:

Name: California State University Long Beach Foundation

Address: 6300 State College Drive, #332 Long Beach, CA 90815
Street City Zip Code

Telephone Number: 562-985-4698

Fax Number: 562-985-4400

Email Address: pabott@csulb.edu

Contact Person: Dr. Paul A. Bott

Federal ID: _____

Agreement Information:

Budget Period: 1/01/06 - 6/30/06 Contract No: 28908

Effective Date: 1/1/2006 Amendment No: 3

Funding Source: Workforce Investment Act & other related workforce funding sources

Project Name: Staffing Services

Fiscal Approval:  Date: 2/2/06

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
118	Indirect Costs	14,063.75		14,063.75
201	Project Staff	103,415.04		103,415.04
202	Fringe Benefits	37,222.47		37,222.47
Total Funds Requested:		154,701.26	-	154,701.26

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

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

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.



BUDGET DETAIL

IN-DIRECT

Account 118

Indirect Costs			Total
CSULB Indirect @10%			14,063.75
		TOTAL	14,063.75

PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hour Salary	No. of Months	% of Time	Total
Andre Lawton	22.07	5	100%	22,952.00
Gina Marchetti	20.79	5	100%	21,621.60
Eunice Alvarez	21.42	5	100%	22,276.80
Alejandra Lopez	18.17		100%	9,650.00
Resource Center Techn	15.00	5	100%	15,600.00
Naomi Cruz	11.07	5	100%	9,114.00
Project Director	42.32		5%	2,200.64
			TOTAL	103,415.04

PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to	Total	Total
FICA	7.65	103,415	7,911.25	7,911.25
Workmen's Compensation	2.65	92,377	2,447.99	2,447.99
Health & Welfare Insurance	19.56	92,377	18,068.94	18,068.94
Retirement or Pension	9.12	92,377	8,424.78	8,424.78
Other SUI	0.4	92,377	369.51	369.51
Range from .3849 to .47	46.7			
			TOTAL	37,222.47

GRAND TOTAL	\$	154,701.26
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IN-KIND CONTRIBUTION

Account 303

Description		Quantity/Price	Total
		TOTAL	-