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IN WITNESS WHEREOF, the parties have caused executed this Second Amendment with all the formalities required by law.

UAW-LABOR EMPLOYMENT AND TRAINING CORP., a California non-profit public corporation

Dated: 3 - 11, 2006

By [Signature]

Title CEO

Dated: _____, 2006

By [Signature]

Title President/CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 5-5, 2006

By [Signature]

City Manager

"City"

The foregoing Second Amendment is hereby approved as to form this 30th day of March, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]

Deputy

ATTACHMENT "A.2"

Scope of Work

**Staffing Services
Cost Reimbursement Contract**

CONTRACTOR: UAW – Labor Employment Training Corporation
790 East Willow Street, Suite 150
Long Beach, California 90806

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

PROGRAM UNITS:

PROGRAM UNITS	STAFF PER PROGRAM UNIT
Employment Specialist	3.0
Resource Center Technician	1.0
Agency Management	.10
Total Contracted Funds:	\$402,014

I. STATEMENT OF WORK:

In accordance with this Contract, UAW – Labor Employment and Training Corporation, herein after referred to as the "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 will not exceed \$402,014 of WIA funds. The Contractor will be paid on a cost reimbursement basis according to the attached Budget Summary (Attachment "B.2"). 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. Refer customers to appropriate one-stop and/or community services and programs;
3. Assist customers with eligibility determination and certification process;
4. Conduct and develop employment preparation workshops;
5. Provide career counseling and job guidance;
6. Provide customers resume, job search, interviewing assistance and employability counseling;
7. Enhance customer's job readiness by assisting them to complete the career assessment/resume builder sections in the Employment Preparation Lab;
8. Develop and promote employment opportunities for customers;
9. Utilize current labor market and economic information to assist customers related to hiring trends in the region and other relevant areas;.
10. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
11. Assist customers in selecting training vendors, issuing and monitoring Individual Training Accounts vouchers;
12. Conduct on-site monitoring and progress reports for CVT and OJT, including completion of Enrollment and Exit Matrices;
13. Share responsibility in meeting or exceeding program goals and objectives and individual performance measures;
14. Be knowledgeable of WIA Adult and Dislocated Core and Common Performance Measures;
15. Maintain required documentation in customer's file to ensure compliance with WIA rules and regulations and local policies and procedures;
16. Assist with outreach and recruitment for WIA and non-WIA special projects;
17. Assist with presentations as required;
18. Represent the Bureau at community-sponsored meetings, business outreach and other related functions with supervisor approval;
19. Attend required training courses;
20. Conduct various assignments requested by program supervisor or management staff;
21. Possess knowledge of computer applications related to the position.

B. 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 maintenance of Resource Center computers and office equipment including photocopier, fax machines, and printers;

4. Collects, distributes and maintains information and resource materials regarding available services and activities;
5. Assist customers and maintenance of job postings;
6. Assists 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 registrations, scan card issuance, activities and usage of Internet-based Virtual One-Stop case management system;
8. Assist customers using the Resource Library;
9. Assist customers using the Resource Library;
10. Assist customers on proper approaches during self-directed job search;
11. Provides Front Desk relief coverage as needed;
12. Conduct various assignments requested by administrator 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. 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:

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.

IX. WIA REQUIRED CONTRACT CLAUSES

The Contractor assures compliance, as appropriate, 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.

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

Organization Information:

Name: UAW-Labor Employment And Training Corp

Address: 790 E Willow St., Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-989-7700

Fax Number: 562-989-7728

Email Address: cdavila@letc.com

Contact Person: Audrey Holmes

Federal ID: [REDACTED]

Agreement Information:

Budget Period: 01/01/06 - 06/30/06 (6-month extension) **Contract No:** 28867

Effective Date: 1/1/2006 **Amendment No:** 2

Funding Source: Workforce Investment Act

Project Name: WIA Staffing Contract

Fiscal Approval: *Alexis McVaid* **Date:** 1/11/06
A. Habacón 1/11/06

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
101	Administrative Costs	0	0	0
102	Fringe Benefits	0	0	0
103	Administrative Costs - Other	0	0	0
118	Indirect Costs	0	0	0
201	Project Staff	207,476	69,158	276,634
202	Fringe Benefits	72,099	23,409	95,508
203	Training/Training Materials	0	0	0
204	Operating Costs (Insurance, Travel)	2,880	1,464	4,344
205	Support Services	0	0	0
206	Program - Other (Indirect Cost)	19,152	6,376	25,528
Total Funds Requested:		301,607	100,407	402,014

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

Acct. No.	Budget Category	(A)	(B)	(C)
301	Cash Contribution	0	0	0
302	In-Kind Contribution	0	0	0
Total Cost Sharing/Match:		0	0	0

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

ADMINISTRATIVE COSTS - Staff Salaries

Account 101

Position Title Activity	Rate	Quantity	Price	Total
				Total: 0

ADMINISTRATIVE COSTS - Fringe Benefits

Account 102

Type of Benefit	Rate	Applied to	Amount
FICA			
Workman's Compensation			
Health & Welfare Insurance			
Retirement or Pension			
SUI & Others			
			Total: 0

ADMINISTRATIVE COSTS - OTHER

Account 103

Description	Quantity	Price	Total
			Total: 0

ADMINISTRATIVE COSTS - IN-DIRECT COSTS

Account 118

Description	Quantity	Price	Total
			Total: 0

PROGRAM COSTS - Staff Salaries

Account 201

Position Title Activity	Rate	Quantity	Price	Total	
Resource Spec.	Charisse Rouse	41,550	24	100%	83,100
Employment Spec.	Rose Fernandez	42,669	24	100%	85,338
Employment Spec.	TBD	41,000	8	100%	27,333
Resource Center Technician	Mona Oldfield	35,557	24	100%	71,114
Agency Management Rep.	Tamara Jackson	48,743	24	10%	9,749
Total: 276,634					

BUDGET DETAIL (CONTINUED)

PROGRAM COSTS - Fringe Benefits

Account 202

Type of Benefit	Rate	Applied to	Amount
FICA	7.65%	276,634	21,163
Workman's Compensation	2.55%	276,634	7,054
Health & Welfare Insurance	19.25%	276,634	53,252
Retirement or Pension	3.70%	276,634	10,235
SUI, others	1.38%	276,634	3,804
			34.53%
			Total: 95,508

PROGRAM COSTS - Training/Training Materials

Account 203

Description	Quantity	Price	Total
			Total: 0

PROGRAM COSTS - Operating Costs

Account 204

Description	Quantity	Price	Total
Mileage, Travel, Training, Office Expense	181.00	per mo. x 24 mos.	4,344
			Total: 4,344

PROGRAM COSTS - Support Services

Account 205

Description	Quantity	Price	Total
			Total: 0

PROGRAM COSTS - Other

Account 206

Description	Quantity	Price	Total
Indirect Cost			25,528
			Total: 25,528

CASH CONTRIBUTION

Account 301

Description	Quantity	Price	Total
			TOTAL 0

IN-KIND CONTRIBUTION

Account 302

Description	Quantity	Price	Total
			TOTAL 0

GRAND TOTAL	\$	402,014
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