

CONTRACT
32586

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of July 1, 2011, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 8, 2011, 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").

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

WHEREAS, the City is the ongoing recipient of State Department of Education Even Start Grant funds to operate a local family literacy program; and

WHEREAS, the Even Start Family Literacy 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

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

WHEREAS, City is willing to utilize Contractor to provide contract services to support the Even Start Literacy 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 authorizes a training and employment program for economically disadvantaged,

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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

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

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

24 C. Contractor shall conduct Even Start Family Literacy services
25 in accordance with the provisions of the Contract Documents.

26 2. TERM.

27 A. The term of this Contract ("Term") shall be deemed to have
28 commenced as of July 1, 2011 and unless sooner terminated pursuant to the

1 provisions hereof, shall terminate at midnight on June 30, 2012. Either of the
2 parties hereto shall have the right to terminate this Contract in its entirety at any
3 time during the Term for any or no reason whatsoever by giving (fifteen) 15 days
4 prior written notice of termination to the other party. City shall have the additional
5 right to cancel any part of this Contract at any time during the Term for any reason
6 whatsoever by giving (fifteen) 15 days notice of such cancellation to the
7 Contractor.

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

17 3. PERFORMANCE REVIEW.

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

26 B. Underperformance at the end of the second quarter or any
27 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
28 alternative and at the sole discretion of the City, deobligate funds from this Contract up to

1 the amount of the underexpenditures.

2 4. CONTRACT AMOUNT AND PAYMENT.

3 A. The total amount which shall be payable by City to Contractor
4 for Contractor's services during the Term shall not exceed Eighty-Five Thousand
5 and Fifteen Dollars (\$85,000.00).

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

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

23 D. Payment to the Contractor shall be limited to the amounts
24 specified in Exhibit "C" for the categories, criteria and rates established in said
25 Attachment. The allocation of the total contract amount among the items in the
26 Budget may vary by as much as ten percent (10%) without the approval by the
27 Workforce Investment Board's Executive Director ("Executive Director").
28 Additionally, Contractor may, with the prior written approval of the Executive

1 Director or his designee, make adjustments within and among the categories of
2 expenditures in the Budget in excess of ten percent (10%), and modify the
3 performance to be rendered hereunder as provided in Exhibit "B"; provided,
4 however, that any such adjustment in expenditures shall not result in an increase
5 in the amount of the total contract. The agent or representative of Contractor who
6 signs as the maker of checks or drafts or in any manner authorizes the
7 disbursement of said funds or expenditure of same shall be covered by a blanket
8 fidelity or comprehensive crime bond regarding the handling of said funds in an
9 amount set out in Section 11, paragraph E of this Contract.

10 E. Contractor shall not charge nor receive compensation under
11 this Contract for any services or expenses unless said services or expenses are
12 directly and exclusively related to the purposes of this Contract, and provided that
13 payment is not also received by Contractor from some other source for said
14 services or expenses.

15 F. Disbursement of funds received from the State shall be under
16 the direction of the City Manager or his designee and shall be in accordance with
17 the provisions of this Contract and made pursuant to the Prime Contract and any
18 additional procedures, regulations and reporting requirements which are
19 established by the City that do not conflict with applicable procedures, regulations
20 and reporting requirements of the State.

21 G. All payments to Contractor by the City, including advance
22 payments will be based upon invoices and the necessary supporting documents
23 which the State and the City may require Contractor to submit. The expenditure of
24 all funds shall be accounted for promptly, and Contractor shall keep separate
25 detailed accounts for each expenditure for each component part of this project.

26 H. Public or private non-profit contractor revenues in excess of
27 costs are to be treated as program income or profits in accordance with the City of
28 Long Beach Program Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as

1 amended, and will be used to further program objectives unless the Governor of
2 the State of California requires that such income be turned over to the State.

3 5. RECORDS.

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

10 B. Contractor shall provide access to all documents and
11 materials related to this Contract and shall provide any information that the City, or
12 its designee, requires in order to monitor and evaluate Contractor's performance
13 hereunder. All such records shall be maintained and accessible for a period of
14 seven (7) years from the expiration or earlier termination of this Contract.

15 6. FINANCIAL REPORTS.

16 A. Contractor shall promptly distribute to the City Manager or his
17 designee copies of all correspondence including, but not limited to, financial,
18 operational and performance reports which Contractor submits to or receives from
19 the State. Contractor shall provide such other reports, documents or information
20 as may be requested or required by the City or the State within three (3) days of
21 written request. Upon expiration or earlier termination of this Contract, and within
22 the time and in the manner prescribed by the City the Contractor shall perform all
23 necessary close-out procedures required by the State and the City, including
24 preparation of close-out reports and transmittal to the City of all documents in the
25 possession of Contractor which relate to the conduct of the program, within the
26 time and in the manner prescribed by the City. Final payment to the Contractor
27 under this Contract will be paid only after the City has determined that Contractor
28 has satisfactorily completed said close-out procedures.

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

8 7. ACCOUNTING PROCEDURES.

9 A. On a monthly basis, commencing on the last day of the month
10 succeeding the Effective Date of this Contract, the Contractor will submit an
11 invoice with supporting documentation for payment based upon the cost
12 categories in Attachment "B." These invoices will be due within ten (10) working
13 days after the end of each month. Contractor shall complete the monthly payment
14 requests in the format required by the City.

15 B. The Contractor will establish separate account numbers within
16 its accounting system to account for the expenditures and revenues of this
17 Contract. The Contractor's accounting system will be in compliance with all
18 applicable procedures and Federal and State authorities having jurisdiction over
19 this Contract, and shall be consistent with the fiscal and accounting procedures set
20 forth herein. Without limiting the generality of the foregoing, the Contractor shall
21 adhere to the following fiscal and accounting procedures:

22 i. Maintain a bank account and perform monthly bank
23 reconciliations.

24 ii. Deposit all receipts in the bank account promptly and
25 intact. (Do not pay any expense directly out of cash receipts).

26 iii. Maintain bank validated copies for every deposit slip in
27 chronological order. Each deposit slip should include sufficient detail to
28 explain the source of the funds being deposited. (This may be done by

1 recording the details on the deposit slip or by attaching supporting
2 documentation which may have been received with the receipts.)

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

5 C. Designate specific employees to perform each of the following
6 functions:

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

8 ii. Approve the purchase of goods and services for
9 Contractor.

10 iii. Approve employee time sheets.

11 iv. Each above function shall be designated to a different
12 employee.

13 D. Maintain documented support for every check written which
14 should include:

15 i. Original invoice from each vendor.

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

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

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

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

28 i. Bank statements and bank reconciliations.

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- 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.
- G. Maintain and file all required tax and personnel reports with appropriate agencies.
- H. 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.
- I. All invoices and billings will be considered final and must be submitted within 45 calendar days from the end of the Term. Resolution of disputed matters must be resubmitted within (fifteen) 15 calendar days from date mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

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 Pacific Gateway Workforce Investment Board (PGWIB), an unincorporated non-profit association. Contractor shall not have any authority to bind the City or PGWIB 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 PGWIB and shall not be entitled to any of the rights,

1 privileges or benefits of a City or PGWIB employee.

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

4 10. INDEMNIFICATION AND HOLD HARMLESS. Contractor expressly
5 agrees to defend, protect, indemnify and hold PGWIB, the City, their respective officers,
6 employees and agents ("Indemnified Parties"), free and harmless from and against any
7 and all claims, damages, expenses, loss or liability of any kind or nature whatsoever
8 growing out of, or resulting from the acts or omissions of Contractor, its officers, agents or
9 employees in the performance of this Contract. Contractor shall, at its own cost, expense
10 and risk, defend all claims or legal actions that may be instituted against either the
11 Indemnified Parties and Contractor shall pay any settlement entered into or satisfy any
12 judgment that may be rendered against either the Indemnified Parties as a result of said
13 acts or omissions of Contractor, its officers, agents or employees in the performance of
14 this Contract.

15 11. INSURANCE. Concurrent with the execution of this Contract by
16 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
17 performance of the obligations of indemnity assumed by Contractor under Section 10
18 above, Contractor shall procure and maintain during the Term at Contractor's expense:

19 A. Comprehensive General Liability in an amount not less than
20 Two Million Dollars (\$2,000,000) combined single limit for each occurrence or Four
21 Million Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury
22 and property damage. The Indemnified Parties shall be covered as insureds in
23 respect to liability arising out of activities performed by or on behalf of the
24 Contractor and coverage shall be in a form acceptable to the Risk Manager of the
25 City ("Risk Manager").

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

- 1 C. Workers' Compensation as required by the Labor Code of the
2 State of California and Employers' Liability Insurance with limits of One Million
3 Dollars (\$1,000,000) per occurrence.
- 4 D. Accidental Medical, Death and Dismemberment Insurance for
5 all participants not entitled to workers' compensation benefits under the provisions
6 of Section 3700 of the Labor Code of the State of California, unless this
7 requirement has been waived in writing by the Risk Manager. Said insurance shall
8 have limits of not less than One Hundred Thousand Dollars (\$100,000) Accident
9 Medical and Twenty-Five Thousand Dollars (\$25,000) Accidental Death and
10 Dismemberment.
- 11 E. Blanket Honesty or Comprehensive Crime Bond in an amount
12 of fifty percent (50%) of sums payable under this Contract, or Twenty-Five
13 Thousand Dollars (\$25,000), whichever is higher, to safeguard the proper handling
14 of funds by those employee's agents or representatives of the Contractor who sign
15 as the maker of checks or drafts or in any manner authorize the disbursement or
16 expenditure of said funds.
- 17 F. Each insurance policy shall be endorsed to provide that
18 coverage shall not be cancelled by either party, reduced in amount or in limits,
19 except after thirty (30) days prior written notice has been given to the City. All
20 such insurance shall be primary and not contributing to any other insurance or
21 self-insurance maintained by the Indemnified Parties.
- 22 G. The insurance required hereunder shall be placed with
23 carriers admitted to write insurance in California, or carriers with a rating of or
24 equivalent to A:VIII by A.M. Best Company and may be subject to such self-
25 insurance or deductible as may be approved by the Risk Manager. Any
26 subcontractors which Contractor may use in the performance of services under
27 this Contract shall be required to maintain insurance in accordance with the
28 requirements of this Section 11.

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

11 12. DRUG-FREE WORKPLACE. Contractor shall comply with
12 Government Code Sections 8350 et. seq. and 29 CFR Part 98, in matters relating to
13 providing a drug-free workplace including, but not limited to, the following:

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

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

- 20 i. The dangers of drug abuse in the workplace,
21 ii. The person's or organization's policy of maintaining a
22 drug-free workplace,
23 iii. Any available counseling, rehabilitation and employee
24 assistance programs, and
25 iv. Penalties that may be imposed upon employees for
26 drug abuse violations.

27 C. Ensuring that every employee who provides services under
28 this Contract:

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i. Will receive a copy of Contractor's drug-free policy statement, and

ii. Will agree to abide by the terms of Contractor's statement as a condition of employment on this Contract:

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

13. NON-DISCRIMINATION.

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

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

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1 14. CONFIDENTIALITY.

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

12 B. All Data and other information, in whatever form or medium,
13 compiled or prepared by Contractor in performing its services or furnished to
14 Contractor by City shall be the property of City and City shall have the unrestricted
15 right to use or disseminate same without payment of further compensation to
16 Contractor. Copies of Contractor's work product may be retained by Contractor for
17 its' own records.

18 15. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for
19 a breach of confidentiality with respect to Data that:

20 A. Contractor demonstrates Contractor knew prior to the time
21 City disclosed it; or

22 B. Is or becomes publicly available without breach of this
23 Contract by Contractor; or

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

26 D. Must be disclosed pursuant to subpoena, court order, state or
27 federal WIA rules and regulations, federal Department of Labor rules and
28 regulations, or the rules and regulations of any other governmental agency having

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1 jurisdiction over WIA administration.

2 16. NOTICES. All notices required or given pursuant to the provisions
3 hereof may be served either by:

4 A. Mail service. Enclosing the same in a sealed envelope
5 addressed to the party intended to receive the same at the address indicated
6 herein and deposited postage prepaid, in the U.S. Postal Service as certified mail,
7 return receipt requested; or

8 B. Personal service. Such notices shall be effective on the date
9 personal service is effected or the date of the signature on the return receipt. For
10 the purposes hereof, the address of the City and the proper party to receive any
11 such notices in its behalf is the City Manager, City Hall, 333 West Ocean
12 Boulevard, Long Beach, California 90802; and Contractor's address for service of
13 any such notices shall be 3701 E. Willow Street, Long Beach, California 90815,
14 Attention Roberta Lanterman (rlanterman@lbschools.net), Telephone (562) 595-
15 8893, ext. 264, Fax. No. (562) 634-5013.

16 17. CONTRACT ADMINISTRATION. The City Manager, or designee, is
17 authorized and directed, for and on behalf of the City, to administer this Contract and all
18 related matters, and any decision of the City Manager, or his designee, in connection
19 herewith shall be final.

20 18. CORPORATE STATUS. If the Contractor is a corporation,
21 Contractor shall, as a condition precedent to the effectiveness of this Contract, submit to
22 City proof of good standing of the corporate status.

23 19. ENTIRE AGREEMENT. This document fully expresses all
24 understandings of the parties concerning all matters covered and shall constitute the total
25 Agreement. Except for the adjustments of Exhibits "B" and "C" as provided in Section 4
26 hereof, no addition to or alteration of the terms of this Contract whether by written or oral
27 understanding of the parties, their officers, agents or employees shall be valid unless
28 made in writing and formally adopted in the same manner as this Contract.

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1 20. CAPTIONS AND ORGANIZATION. The various headings and
2 numbers herein and the grouping of the provisions of this Contract into separate
3 Sections, paragraphs and clauses are for the purpose of convenience only and shall not
4 be considered a part hereof, and shall have no effect on the construction or interpretation
5 of any part of this contract.

6 21. TAX IDENTIFICATION NUMBER. As required by federal and state
7 law, City is obligated to and will report the payment of compensation to Vendor on Form
8 1099-Misc. Vendor shall be solely responsible for payment of all federal and state taxes
9 resulting from payments under this Agreement. Vendor shall submit Vendor's Employer
10 Identification Number (EIN), or Vendor's Social Security Number if Vendor does not have
11 an EIN, in writing to City's Accounts Payable, Department of Financial Management.
12 Vendor acknowledges and agrees that City has no obligation to pay Vendor until Vendor
13 provides one of these numbers.

14 22. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms
15 to City that any and all persons signing this Contract are authorized and empowered to
16 so sign and that the execution of this Contract by such person or persons does bind
17 Contractor to all terms, covenants and conditions of this Contract.

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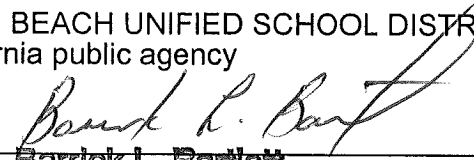
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LONG BEACH UNIFIED SCHOOL DISTRICT, a California public agency

Dated: 2/22, 2012

By 
Barrick L. Bartlett
Title Purchasing & Contracts Director

Dated: _____, 2011

By _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 3.14, 2011
2012

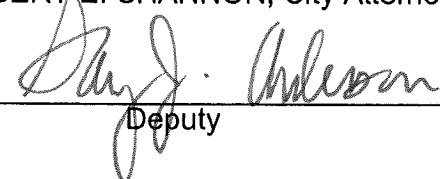
By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing is hereby approved as to form this 2nd day of March, 2011.

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 90815	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	11	14331	2199-02	00
Attention Patrick West	COUNTY	STANDARDIZED ACCOUNT CODE STRUCTURE		
Program Office City of Long Beach	19	Resource	Revenue Object	
Telephone 562-570-6711		3105	8290	

Name of Grant Program
 William F. Goodling Even Start Family Literacy Program

GRANT AMOUNT	Original/Prior Amendments	Amendment Number	Amendment Amount	Total	Index	Federal Catalog Number
	\$80,000			\$80,000	0656	84.213C
AWARD DATES	Starting		Ending			
	July 1, 2011		June 30, 2012			

AWARD NARRATIVE

I am pleased to inform you that you have been funded for the William F. Goodling Even Start Family Literacy Program

This award is made contingent upon the availability of funds. The Legislature may take action to reduce or defer funding, in which case the grant will be amended accordingly.

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

Maria A. Amor, Associate Governmental Program Analyst
 Even Start Program
 California Department of Education
 1430 N Street, Suite 3410
 Sacramento, CA 95814-5901

APPROVED AS TO FORM
 NOV. 18, 20 11
 ROBERT W. SHANNON, City Attorney
 By: *[Signature]*
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

California Department of Education Contact Maria A. Amor	Job Title Associate Governmental Program Analyst
E-mail Address mamor@cde.ca.gov	Telephone 916-319-0606
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Lombakson</i>	Date August 26, 2011

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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.

Printed Name of Authorized Agent PATRICK H. WEST	Title CITY MANAGER
E-mail Address Patrick.West@longbeach.gov	Telephone 562.570.3701
Signature <i>[Signature]</i>	Date 11.30.11

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Grant Award Notification (Continued)

Annual Evaluation Report

For fiscal year (FY) 2011–12, 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 \$4,000.

Noncompliance

All grantees must comply with the *U.S. 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 Program. The final deadline to request a budget revision for FY 2011–12 is **May 1, 2012**.

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 FY 2011–12 budget. These reports are due **October 31, 2011, and March 30, 2012**.

EXHIBIT B

STATEMENT OF WORK

**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, 2011 – June 30 2012

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:

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 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

CITY OF LONG BEACH
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
(PROGRAM NAME)
12-MONTH BUDGET SUMMARY

Organization Information: Even Start Family Literacy

Name: Long Beach Unified School District (LBUSD)

Address: 3701 E. Willow Street Long Beach 90815
Street City Zip Code

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: 7-1-2011 to 6-30-2012 Contract No: _____

Effective Date: 1-Jul-11 Amendment No: _____

Project Name: Long Beach Family Literacy

Fiscal Approval: _____

Date: _____

BUDGET DETAIL

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)				Total
	PERCENTAGE			Total
				-
				-
		TOTAL	0.00	0.00

SALARIES & WAGES				Total
Position Title/Hr.Salary	No. of Months	% of Time		Total
Program Faciliator	10.00	100%		36,939.00
Parenting Teacher	10.00	100%		18,462.00
Office Assistant	1.50	100%		3,271.00
				-
				-
		TOTAL		58672.00

FRINGE BENEFITS				Total
Description	% Rate	Rate Applied to:	0.00	Total
Medicare	1.45			\$850
OPBED	0.17			\$150
Dental, Life, Vision, Mental	1,000			\$1,000
Workmen's Compensation	2.22			\$267
Medical	12,100			\$12,100
STRS/PERS-Retirement	.0825/10.93			\$3,304
OASDI	6.2			\$202
SUI	1.61			52.00
		TOTAL	0.00	17,925.00

TRAINING MATERIALS & SUPPLIES				Total
Description		Quantity/Price		Total
Instructional Supplies		1063		1,063.00
				-
		TOTAL	0.00	1063.00

OPERATING COSTS				Total
Description		Quantity/Price		Total
				-
				-
				-
				-
		TOTAL	0.00	0.00

PROGRAM - OTHER				Total
Description		Quantity/Price		Total
				-
				-
				-
				-
		TOTAL		-

PARTICIPANT RELATED EXPENSE

INCENTIVES			
Description		Quantity/Price	Total
			-
			-
			-
			-
			-
		TOTAL	0.00

SUPPORTIVE SERVICES			
Description		Quantity/Price	Total
			-
			-
			-
			-
		TOTAL	0.00

GRAND TOTAL		\$	77,660.00
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IN-KIND CONTRIBUTION			
Description		Quantity/Price	Total
			-
			-
			-
		TOTAL	0.00

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

July 2011 -
June 2012 Amendment

Acct.No.	Budget Category	(A)	(B)	Total (C)
	Indirect Costs/Administrative		-	-
	Staff Salaries	58,672.00		
	Fringe Benefits	17,925.00		
	Training Materials & Supplies	1,063.00		
	Operating Costs			
	Program - Other			
PARTICIPANT RELATED COSTS				
	Incentives		-	-
	Support Services		-	-
Total Funds Requested:		77,660.00		

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

Acct. No.	Budget Category	(A)	(B)	(C)
	In-Kind Contribution		-	-
Total In-Kind:			-	-

Note: Use column A to record funds requested for the initial period of performance (21 months)
 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.