

FIFTH AMENDMENT TO WORKFORCE INVESTMENT ACT CONTRACT BETWEEN
THE CITY OF DURHAM AND EDUCATIONAL DATA SYSTEMS INCORPORATED
(EDSI)

This contract (Fifth Amendment) is made, dated and entered into as of _____ day of _____ 2015, between the City of Durham, a municipal corporation (“City”) and Educational Data Systems Incorporated (“Contractor”), a for-profit corporation organized and existing under the laws of the state of Michigan.

The City and the Contractor entered into a contract titled “Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated April 1, 2014. That contract is referred to as the “Original Contract.”

The City and the Contractor entered into a first amendment titled “Amendment to the Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated April 1, 2014 (hereinafter, “First Amendment”). The First Amendment corrected clerical errors on page 15 and in the header.

The City and the Contractor entered into a second amendment titled “Second Amendment to the Workforce Investment Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)” dated June 30, 2014 (hereinafter “Second Amendment”). The Second Amendment extended EDSI’s contracted services for an additional year and to increase the value of the contract by \$721,000.00 for compensation of services delineated within revised Attachments A and B of the Second Amendment.

The City of Durham and the Contractor entered into a Third Amendment to modify the scope of work and to increase the value of the contract by \$317,251.00 for a total compensation of services delineated within Attachments A-1 and B-1 of the Third Amendment.

The City of Durham and the Contractor entered into a Fourth Amendment to extend EDSI’s contracted services for an additional year with modifications to the scope of work of Attachment A and A-1 and to increase the value of the contract by \$621,000 for a compensation of services delineated within attachments B- and B-1.

The purpose of this Fifth Amendment is to add an additional \$72,000 to the budget under Attachment B-1, Revised July 2015 for a compensation of services under Attachment A-1.

The Original Contract is further amended as follows:

1. Delete Section 4, “Payment under the Contract.” of the Original Contract and replaced with the following:

Workforce Innovation and Opportunity Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)

Section. 4. Payment under the Contract. The City shall make payment on a cost reimbursement basis to the Contractor for services and activities described in Attachment A and A-1 of the Fourth Amendment, within the budgeted line-items provided for in Attachment B of the Fourth Amendment and Attachment B-1, Revised July 2015 of this Fifth Amendment in an amount not to exceed \$72,000 which is attached hereto and incorporated herein for a total contract amount and payments not to exceed \$2,011,251. Those payments shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. No less often than monthly, the Contractor shall send invoices to the Workforce Development Administrator within the Office of Economic and Workforce Development, whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and Contractor agrees to use those forms and instructions.

Notwithstanding anything in the Contract, which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) under the grant referred to above, or a total maximum of the total contract amount of (ii) \$2,011,251. Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in this Contract in a timely manner, will result in delay of payment to Contractor and will be in breach of the contract.

Monthly invoice documentation shall include the following:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation related to the cost or rental of space.
4. Documentation to substantiate travel costs that are invoiced and should be congruent with the policies of the City of Durham travel reimbursement.
5. Documentation of supply costs.
6. Documentation of other program costs such as advertising, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the Office of Management and Budget and the policies of the Durham Workforce Development Board.
7. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the Office of Management and Budget and policies of the Durham Workforce Development Board.

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2. In Section 7, "Attachments." of the Original Contract and all subsequent amendments, delete all references to Attachment B-1 and replace with the following new, Fifth Amendment attachments:

Attachment B-1 Revised July 2015 – FY15–16 Durham Workforce
Development Board JDNEG Services

IN WITNESS WHEREOF, the City and the Contractor have caused this Amendment to be executed under seal themselves or by their respective duly authorized agents or officers. The individual signing on behalf of the Contractor warrants that he or she has the authority to bind the Contractor to this contract

CITY OF DURHAM

ATTEST:

By: _____

Pre Audit Certificate:

Workforce Innovation and Opportunity Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)

Educational Data Systems Incorporated

By: _____

Title: _____

(Affix corporate seal.)

State of _____ ACKNOWLEDGEMENT BY

EDUCATIONAL DATA SYSTEMS
INCORPORATED

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of Educational Data Systems Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed thereto. This the _____ day of _____, 20____.

My commission expires: _____

Notary Public

Workforce Innovation and Opportunity Act Contract between the City of Durham and Educational Data Systems Incorporated (EDSI)

Attachment B-1, Revised July 2015 – FY15 - 16

Durham Workforce Development Board

JDNEG Services

July 1, 2015 - June 30, 2016

Program Costs	Line Item Totals
OJT	\$ 280,940.00
Subtotal Training/Support Costs	\$ 280,940.00

Total Project Costs	Line Item Totals
Total Program Costs	\$ 280,940.00
Costs from 2014-2015 Program Year	\$ 108,311.00
Total Program Costs**	\$ 389,251.00