



City of Carson Report to Mayor and City Council

September 7, 2010
New Business Consent

SUBJECT: CONSIDERATION OF AGREEMENTS FOR YOUTH AND ADULT WORKFORCE DEVELOPMENT

Submitted by Clifford W. Graves
Economic Development General Manager

Approved by Jerome G. Groomes
City Manager

I. SUMMARY

The city is part of the South Bay Workforce Investment Board (WIB). The attached agreement (Exhibit No. 1) presents the funding levels and target enrollments for each Workforce Investment Act (WIA) program. The WIB is administered by the city of Hawthorne.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the agreement with the city of Hawthorne.
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

DO NOT APPROVE the agreement. Should the Council choose this alternative, the city will not receive WIA funds.

IV. BACKGROUND

Each year, the city has an agreement with the WIB to provide workforce development programs. These programs help job seekers with workplace skills, education, interviewing, resume preparation, job search and related issues. The funds are the primary resource to pay for the Carson Career Center. The agreement in question funds the adult and youth programs along with the Navigator program to assist the disabled. There are income and other criteria to participate. While the resource center is available to anyone, intensive services are available only to those Carson residents meeting the criteria.

Funding for this year is as follows:

Program	Amount
Youth	\$ 201,877.00
Adult	203,260.00
Navigator	50,510.00
Total	\$455,647.00

23.

PARTICIPANT ENROLLMENT PLAN PY 2010-2011

WIA Program	Enrollment Plan	2008-2009 Plan
Adult	24	25
Youth (14-21)	29	32

In addition, the city may receive other funds later in the year if there are additional programs added. For example, there may be federal stimulus funds or other grants that the city applies for with the WIB. The city is currently receiving funds administered separately for the summer youth program. The administrative fee to the city for that program is \$88,022.00 to cover staff and other costs.

V. FISCAL IMPACT

The total amount of the programs is \$455,647.00, which offsets some costs that would otherwise be borne by the city's general fund.

VI. EXHIBITS

1. Proposed agreement with the city of Hawthorne. (pgs. 3-43)

Prepared by: Barry Waite, Business & Employment Development Manager
sf:Rev061902

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council

Date _____ Action _____

**SOUTH BAY WORKFORCE INVESTMENT AREA FUNDING AGREEMENT NO. 10-H1327
BETWEEN THE CITY OF HAWTHORNE AND THE CITY OF CARSON**

THIS AGREEMENT is made and entered into this _____ day of _____ 2010, by and between the **CITY OF HAWTHORNE**, a municipal corporation, hereinafter referred to as "City" and the **CITY OF CARSON**, a municipal corporation, hereinafter referred to as "Contractor" with its principal place of business located at **701 E. Carson St., Carson, CA 90745.**

WHEREAS, on July 12, 1983, City and Contractor along with other Cities entered into Joint Powers Agreement 83-100 which provided for the delivery of employment and training services within the South Bay Service Delivery Area (SBSDA); and

WHEREAS, the South Bay Service Delivery Area has been designated by the State of California as the South Bay Workforce Investment Area (SBWIA) under the Workforce Investment Act (WIA) of 1998; and

WHEREAS, on March 27, 2007, Amendment No. 4 to the South Bay Joint Powers Agreement 83-100 was adopted to include the City of Carson as a member of the SBWIA; and

WHEREAS, the City is the Administrative Entity for the SBWIA; and

WHEREAS, effective July 1, 2000, the South Bay Workforce Investment Board (SBWIB) is the policy and oversight authority for the SBWIA; and

WHEREAS, City is receiving and will be receiving federal funds from the State of California under the Workforce Investment Act (WIA) and the Family Economic Security Act, as amended, for the purpose of providing training to eligible participants; and

WHEREAS, the State of California awarded the City Wagner-Peyser 10% American Recovery and Reinvestment Act (ARRA) funds for the Disability Program Navigator (DPN) to provide DPN position(s) in order to focus on improving employment for persons with disabilities; and,

WHEREAS, Contractor represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I — CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide job training and employment program services set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

- Exhibit A Statement of Work - Youth & Adult,**
- Exhibit B Budget Summary**
- Exhibit B1 Budget Forms**
- Exhibit C Contractor Common Measures**
- Exhibit D General Provisions**
- Exhibit E Consultants**

Further Responsibilities.

Contractor shall:

A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Area, the City, State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement. Provide services funded under this agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB.

B. Provide facilities, which are adequate to fulfill the requirements of this Agreement.

C. Provide services as described in Exhibit A, Statement of Work.

D. Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.



II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable program costs described in Exhibit B, Budget Summary will be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon budgeted amounts and in no case shall the total amount of reimbursement by City under this Agreement exceed the sum of **\$ 455,647.**

B. Contractor shall bill City monthly in arrears for actual prior month expenditures in accordance with procedures set forth by the City and SBWIB.

C. The parties agree that the City reserves the right to prorate Contractor's reimbursement based upon the cost per participant and the number of participants enrolled as described in Exhibit B, Budget Summary.

Summary. In addition, a percentage of total costs, or the final payment, which represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

D. The City reserves the right to withhold or refuse payment for Contractor's failure to meet minimum performance requirements.

E. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment or any form of reimbursement from the City, SBWIB, individual participants or any other party, other than as specifically detailed in this Agreement.

F. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the City of the performance of the Contractor under the terms of the Agreement.



2. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the City are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIA funds.

3. Contractor and City hereby agree that payment will be by City-draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary City business, whichever occurs first.

4. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

5. Contractor shall be responsible to repay any disallowed costs as determined by the City, its agent, the State or the Department of Labor (DOL).

III -- TERM OF AGREEMENT

The term of the Agreement shall be from **July 1, 2010, to June 30, 2013**. Contractor shall be responsible for submitting a budget detail for each program year in order to receive subsequent program year funding. The parties may extend this Agreement for one (1) additional year upon the same terms and conditions as are set forth in this Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

IV -- MODIFICATIONS

A. Unilateral Amendment

At any time during the term of this Agreement the City reserves the right and authorized the SBWIB, Executive Director to modify this Agreement upon written notice to the Contractor under the following circumstances:

1. There is an increase or decrease in Federal or state funding levels.
2. A modification to the Agreement is required in order to implement an adjustment or modification to the plan.
3. Funds awarded the Contractor have not been or shall not be expended in



accordance with the schedule included in the approved Agreement. The City determines that funds shall not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and Federal law, regulation and policy, reverting to the Contractor.

4. There is a change in state or federal law or regulation requiring a change to the provisions of this Agreement.

B. Except as provided above, this Agreement fully expresses the agreement of the parties. The City must by means of a separate written document approve any modifications or amendment of the terms of this agreement. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V -- ASSIGNMENTS AND SUBCONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of City. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the City shall be null and void and shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement in accordance with the provisions of Section XXII of this Agreement.

B. Contractor's request to the City for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3. Any other information or certification requested by the City/SBWIB.

C. In the event the City/SBWIB consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To



accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This Agreement is a subcontract under the terms of a prime agreement with the City of Hawthorne and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the City of Hawthorne."

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the City shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

E. The Contractor agrees that it shall be held responsible to the City for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the City at or about the time of execution.

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the City/SBWIB.

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or subagreements. The Contractor agrees that the City for the performance of any subcontractor(s) shall hold the Contractor responsible. Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.



VI -- INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor and City, its officers and employees against claims arising from bodily injury or death to persons occurring on Contractor's business premises or otherwise through Contractor's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or other equivalent coverage as approved by the City Attorney.

B. Automobile Insurance

If a Contractor, in conducting activities under this Agreement, uses motor vehicles, the Contractor shall insure that the City, its officers and employees are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Contractor shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability, or other equivalent coverage approved by the City Attorney.

C. Worker Compensation

Contractor shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees of Contractor and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

D. Fidelity Bond

In the event City chooses to make payment required herein by this Agreement by way of advancement as opposed to reimbursement, Contractor shall be required to provide and maintain a blanket fidelity bond which shall apply to the performance of any director, officer or agent of Contractor who signs or authorizes signatures on checks or drafts or in any manner



authorizes the disbursement of project funds. Prior to the payment of program funds, by City, Contractor shall furnish City a certificate of insurance from an insurer admitted to do business in the State of California verifying the Contractor carries such a bond. Said insurance certificate shall (1) name the City as additional insured with a provision for direct payment to the City in the event of loss and (2) provide that said bond shall not be canceled or terminated without 30 days written notice to City. Contractor hereby assigns to City any right it has to claim indemnification under such bond. The amount of the bond shall be no less than \$50,000 or the highest advance planned for the present Agreement, whichever is higher.

E. Certificates of Insurance

Contractor shall furnish to City evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policies meet the following requirements:

1. The City, its officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without 30 days written notice to City.
3. Insurance shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance.

F. Self-Insurance

Notwithstanding the insurance required above, City, at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of



self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the City Attorney of the City.

VII -- HOLD HARMLESS

Contractor agrees to indemnify, defend, save and hold harmless City, its officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting therefrom or arising out of and in any way connected with the alleged negligence or wrongful acts or omissions of Contractor, its officers, employees, contractors, agents or representatives, in performing or failing to perform any services required herein to be performed by Contractor or incurred by Contractor in disbursing or using any WIA funds under this Agreement.

The City, its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Contractor or any of its officers, employees, contractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIA funds by Contractor under this Agreement.

VIII -- OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection, which shall be at least as effective as that, which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

IX -- COMPLIANCE WITH LAW AND WIA

Contractor shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 652 et al, WIA Rules and Regulations; applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act,



Section 508 of the Clean Water Act, E.O. 11738, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SBWIB; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

1. Selection of participants and staff,
2. Use of State and/or Federal funds,
3. Requirements for record keeping and reporting,
4. Provisions regarding the compensation and working conditions of participants and

non-discrimination requirements. If regulations are amended or revised, Contractor shall comply with them or notify City, within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access

Contractor shall give the Comptroller General of the United States, and any authorized representative of the City or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. And other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by Executive Director.

B. Retention

The Contractor shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this agreements, as may reasonably be requested by the City, available for inspection and audit by

any federal, state, or City agency, upon request, for three (3) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the City in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the City in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the City. If the Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XI -- REPORTING REQUIREMENTS

A. General Reporting

At such times and in such forms as the City may require, there shall be furnished to the City such records, reports, data and information pertaining to matters covered by this Agreement.

B. WIA Monthly Invoice and Close-Out

1. On or before ten (10) working days of each month, Contractor shall submit to the City, on forms provided by the City, a complete and accurate monthly WIA invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the

closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

2. Within twenty-one (21) days following the termination of the Agreement, Contractor shall submit to the City a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final close-out invoice including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

3. In the event Contractor does not submit a final close-out within the prescribed time frame, the City reserves the right to unilaterally close-out the Agreement and use the invoice on file at the City for determination of Contractor's final allowable expenditures. The City will not reimburse the Contractor for any expenditure reported after the 21-day closeout date following termination of this Agreement. The City shall provide closeout forms to the Contractor at least thirty (30) days prior to termination of Agreement.

C. Management Information System (MIS) Reporting

Contractor shall submit to the City all MIS forms within 10 days of the activity date (ex: enrollment date, exit date, follow-up date).

XII -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between City and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's

Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or agreement, the author and the SBWIB which developed the work is free to copyright material or to permit others to do so. The City shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publishes or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,
2. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the City shall have unlimited rights to any data first produced or delivered under this Agreement.

XIII -- EQUIPMENT

Prior written approval from the South Bay Workforce Investment Board (SBWIB) Executive Director or his designated representative is required for the purchase and/or lease of all non-expendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with WIA funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for purchases and include a minimum of three acceptable bids

secured through an open-competitive selection process. The property shall be used and maintained by the Contractor as follows:

- A. Property shall be used solely in the performance of this Agreement.
- B. A copy of each executed equipment lease agreement shall be kept on file by the Contractor.
- C. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except damage, loss, or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.
- D. Contractor assures that all of its purchased hardware; software and other computer related products and/or services purchased under this Agreement shall be Year 2000 compliant. Disposition of nonexpendable personal property shall be governed by the provisions of OMB A-110 or DOL regulations at 29 CFR part 97 or State/City directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

XIV -- CONFIDENTIALITY REQUIREMENTS

A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records



Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

XV -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

Contractor, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment

Development Department. Contractor assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Contractor's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of future Agreements if City determines that any of the following has occurred: (1) false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

XVI -- FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

XVII -- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or (2) personal service. For these purposes, the addresses of the parties shall be as follows:

City
South Bay Workforce Investment Board
11539 S. Hawthorne Blvd., 5th floor
Hawthorne, CA 90250

City
City of Hawthorne
4455 W. 126th St.
Hawthorne, CA 90250



Attn: Jan Vogel

Attn: Jim Mitsch

Contractor
City of Carson
701 E. Carson St.
Carson, CA 90745
Attn: Clifford Graves

XVIII -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section 195(7)(A)(B)(i)(ii) and 20 CFR §667.300 which are herein incorporated by this reference.

Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written directions to the Contractor. At the City's discretion, program income may be used to augment the Contractor's WIA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIA record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

XIX — AUDITS AND REQUIREMENTS

Contractor shall comply with audit requirements as identified WIA regulations (20 CFR 627.480) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. The Contractor shall pay for such audits. A commercial organization (subrecipient) receiving \$300,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

Contractor shall allow authorized City, State, and Federal representatives to have full access to the Contractor's facilities and all related WIA documentation and other physical

evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the Contractor's staff and program participants during normal business hours.

The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until minimum standards are met.

The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of the disallowed costs, in accordance with the procedures established under WIA.

XX -- CERTIFICATION

A. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under laws of the State of California the Contractor will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

B. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or a employee of a Member of Congress, in connection with this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and



submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Nepotism: By signing this Agreement the Contractor certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if the Contractor employs a member of the person's immediate family in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance: By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employee for violations as required by Government Code Section 8350(a).

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

- a. The dangers of drug abuse in the workplace;
- b. The person or organization's policy of maintaining a drug-free workplace; and
- c. Any available counseling, rehabilitation, and employee assistance programs; and



d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed activity:

- a. Will receive a copy of the company's drug-free policy statement; and;
- b. Will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement, or cancellation of the purchase order, or all that may apply. In addition, the Contractor may be ineligible for award of future agreements or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

E. Nondiscrimination and Affirmative Action: By signing this Agreement the Contractor hereby certifies that it shall not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

XXI -- COMPLAINT RESOLUTION PROCEDURES

A. SBWIB Complaint Resolution Procedures

1. Contractor shall comply with the SBWIB Complaint Resolution procedures, and any changes incorporated therein during the term of this Agreement, in the resolution of complaints alleging a violation of the WIA, the WIA regulations, the grant or any other agreements under the Act. SBWIB's staff shall furnish a copy of the procedures to Contractor upon execution of this Agreement.

2. Contractor shall provide to each eligible participant and staff employee a copy and/or summary of the SBWIB Complaint Resolution Procedures during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a participant, the subcontractor shall require that the participant receive access to WIA complaint resolution procedures at each tier of service. Contractor shall maintain written documentation that each staff employee and participant has received information regarding the SBWIB Complaint Resolution Procedures.

B. Contractor WIA Participant Complaint Resolution Procedures

1. Contractor [with the exception of those providing Individual Training Accounts (ITAs) exclusively] shall develop and maintain procedures for the resolution of complaints involving the terms and conditions of participant employment (On-Job-Training). ITA contractors shall provide WIA participants with copies of the SBWIB complaint resolution procedures and shall instruct participants that they have the option of filing complaints directly with the SBWIB Compliance Officer.

2. Contractor shall provide each participant with a copy of its internal WIA participant complaint resolution procedures upon enrollment into the program or during orientation. In the event that Contractor subcontracts with another party for the provision of training or job development services to a participant, the Contractor shall require that the participant receive access to SBWIB complaint resolution procedures at each tier of service. Contractor shall maintain written documentation that each staff employee and participant has received information regarding the SBWIB Complaint Resolution Procedures.

C. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

D. Contractor shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

XXII -- DISPUTE RESOLUTION AND BREACH

A. Dispute: Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. Contractor shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB Administration.

If the dispute is not resolved within thirty (30) days of such request, City through its agent, shall review the disputed matter and, after consultation with the SBWIB Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing, which shall bind all parties.

Contractor shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, Contractor shall proceed with the performance of the Agreement. Upon final disposition, Contractor shall comply with City's decision.

B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

XXIV - EQUIPMENT

Prior written approval from the State Employment Development Department is required to purchase and/or lease of all non-expendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with WIA funds, and a per-unit acquisition cost of \$5,000 or more.

Contractor's written request must be submitted through the South Bay Workforce Investment Board (SBWIB) Executive Director with justification of purchase versus leasing and include a minimum of three acceptable bids secured through an open competitive selection process if purchasing. The property shall be used and maintained by the Contractor as follows:

- A. Property shall be used solely in the performance of this Agreement.
- B. A copy of each executed equipment lease agreement shall be kept on file by the Contractor.
- C. The Contractor shall be liable for any and all loss; damage or destruction of property acquired under this Agreement during the period of said property is under the control of Contractor, except damage, loss, or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.
- D. Contractor assures that all of its purchased hardware; software and other computer related products and/or services purchased under this Agreement shall be Year 2000 compliant.

Disposition of non-expendable personal property shall be governed by the provisions of OMB A-110 or DOL regulations at 29CFR Part 37 or State, City or local directive as applicable.

XXV- ENTIRE AGREEMENT

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first
above written.

By: City of Carson

Signature: _____

Name: Jim Dear

Title: Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney's Office

CITY OF HAWTHORNE

Interim City Manager

City of Hawthorne

City Attorney

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law

EXHIBITS

- Exhibit A Statement of Work - Youth& Adult
- Exhibit B Budget Summary
- Exhibit B.1 Budget Forms
- Exhibit C Contractor Common Measures
- Exhibit D General Provisions
- Exhibit E Consultants

STATEMENT OF WORK

Youth and Adults

Youth Services

Brief Description of Services to be Provided

Youth services shall be comprehensive, integrated, and youth focused. Programs shall provide workforce investment activities for eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers in the City of Carson. The ten (10) core elements must be available to youth and provided based upon their objective assessment and individual services strategy/individual training plan.

Geographic Area

Carson

Target Population/Eligibility

Services will be targeted to **Youth** - Such individuals shall be considered eligible to participate if he/she is:

- low income;
- between the ages of 14-21 years of age;
- resides in the local workforce investment area; and
- fall within one or more of the following categories:
 - * Deficient in basic literacy skills
 - * School dropout;
 - * Homeless, runaway, or foster child;
 - * Pregnant or parenting;
 - * Offender;
 - * Is an individual that requires additional assistance to complete an educational program or to secure and hold employment. This category includes: individuals with disabilities; individuals with limited English proficiency; individuals deficient in occupational skills; youth identified as "at risk" by the local education agency; individuals with a family history of chronic unemployment; an individual or a member of a family, that has been determined eligible to receive Federal, State, or local public assistance within the last six months.

Program Design

A. Ten (10) Program Elements

1. Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies.
2. Alternative secondary school services.
3. Paid and unpaid work experience, including internships and job shadowing: Work experience and internships shall have regularly scheduled evaluations of participant's progress; a training plan agreed to by the job supervisor, participant, and the case manager; a work site agreement; and time sheets that reflect training hours.
4. Occupational skills training: Occupational skills training will be provided in the demand occupation that corresponds with the employment/career goal indicated in the objective assessment/ISS. This training may be conducted in a classroom setting or through a recognized pre-apprenticeship program. This training is expected to result in a certification of skill competence and training-related job placement.
5. Leadership development opportunities such as activities that encourage positive social behavior and soft skills, decision-making, teamwork and other related activities.
6. Supportive Services: Participants should be provided with the supportive services needed to complete the program if the objective assessment and ISS indicate that such services are appropriate and necessary in meeting the goals established by the participant. In some instances, however, this may not be financially feasible for the program. Where such a condition exists, it is expected that Service Providers will seek outside resources to secure the necessary supportive services.

Participants requiring support services (e.g. transportation assistance, child care, medical services, etc.) will be provided these services through resources and referrals determined appropriate by Service Provider's Case Managers utilizing the SBWIA Resource Directory or other such directory.

7. Adult Mentoring.
8. Follow-up Services: Provide some form of follow-up services for a minimum duration of 12 months. These follow up services include leadership development and support service activities; regular contact with a youth-participant's employer, including assistance in addressing work-related problems that arise; assistance in securing better paying jobs, career development, and further education; work-related peer support groups; adult mentoring and tracking the progress of youth in employment after training.

9. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referral to counseling, as appropriate to the needs of the individual youth.
10. Summer Employment Opportunities that link academic and occupational learning. The Summer Youth Employment and Training Program are no longer a separate program and funding category. Summer employment opportunities, that link academic and occupational learning, are now one element in the menu of youth development activities. The summer element is not intended to be a stand-alone program. Those youth participating in summer activities will be integrated into longer term, comprehensive services. All participants must be provided with a minimum of 12 months of follow-up services, and they are included in the determination of whether the local levels of performance are met.

B. Additional Program Elements

1. Work readiness skill training;
2. Provide connections to School-to-Career intermediary organizations;
3. Job development/job placement;
4. Comprehensive case management; and,
5. Preparation for post-secondary educational opportunities.

Adult Services

Brief Description of Services to be Provided:

Workforce investment services for eligible Adults who are seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and providing effective connections to employers in the City of Carson.

Geographic Area

Carson

Target Population/Eligibility

Services will be targeted to Adults - Such individuals shall be considered eligible to participate if he/she is:

- X Eighteen (18) years of age or older;
- X Have the right to work in the United States;
- X Have selective service registration (male only); and
- X fall within one or more of the following categories:

X Offender
X Disabled
X Older Worker

Pre-enrollment Activities (1-6)

1. Outreach and Recruitment: Outreach techniques should be utilized which targets the eligible population appropriate for each contracted program. Additionally, at least 100% of the participants must experience one or more barriers to employment. Emphasis should be placed on recruiting those most in need and those who can most benefit from WIA intensive services.
2. Orientation: Orientation shall provide information on **the full array** of applicable or appropriate services available through the One-Stop Delivery System, including those provided by other agencies and organizations. Information should also be provided on how to access other services.
3. Initial Assessment: This activity is used to determine whether WIA is the most appropriate service for an eligible Adult. It may be that WIA services are not compatible with the individual's needs and, therefore, not the appropriate option. The initial assessment is of skill levels, aptitudes, abilities; supportive service needs and includes the use of objective evaluation criteria that will yield an impartial determination.

ENROLLMENT INTO THE PROGRAM BEGINS AT INTAKE. THE PARTICIPANT WILL BE SUBJECT TO PERFORMANCE CRITERIA.

4. Intake and Enrollment: Intake is comprised of three phases: (1) *Eligibility documentation gathering*, (2) *assurance of provision of core service* and (3) *certification of eligibility*. Enrollment cannot occur until the individual has met the WIA eligibility criteria and has been officially certified as WIA eligible.
5. Enrollment: If it has been determined that an applicant is WIA eligible and would benefit from program/intensive services, then the applicant should be enrolled into the WIA system. The client becomes enrolled into the WIA programs at the time he or she is determined eligible. At this point the applicant becomes a **"participant"**.
6. Information and Referral: If during stage three or four it has been determined that an individual does not meet the enrollment requirements of a particular program or is not eligible for WIA intensive services, he/she will be offered assistance in accessing organizations that are more appropriate. For individuals who are not WIA eligible for intensive services, a direct referral will be made and documented by the Contractor. Applicants that are WIA eligible but do not meet specific program requirements shall be referred for further assessment, and as necessary, referred to the most appropriate services to meet his/her needs. Documentation shall be maintained on all such referrals.

WIA Participant Activities (7-9)

7. Objective Assessment: Each participant shall receive an objective assessment of his/her skill level and service needs. This assessment will be client centered and shall, at a minimum, include a review of: basic skills, education, work history, occupational skills, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), family situation, financial situation/need, and supportive service needs. A new assessment is not required if it is appropriate to use a recent assessment of the participant conducted under another education or training program. While the objective assessment is WIA specific and requires testing in each of the above-mentioned areas, it is expected that ongoing, general assessment of a participant's needs and progress will continue for the duration of enrollment.
8. Individual Service Strategy (ISS) Individual Employment Plan (IEP): Based on the results of the objective assessment, an ISS/IEP will be mutually developed between the case manager and the participant. This strategy identifies the employment goal and plots the course of action that should be taken by the participant. It includes appropriate training objectives and/or support service needs. A new ISS is not required if it is appropriate to use a recent ISS developed for a participant under another education or training program. **Note: An on-going review of the progress of each participant in meeting the objectives of the ISS/IEP must be kept.**
9. Program Services/Skills Training 20 CFR 662 & 663, WIA 101, 134 & 163

A. Required Core Services:

Core services, as described in WIA §134(d)(2), shall be provided to adult. Adults who receive services funded under WIA other than self-service or informational activities must be registered and determined eligible. For purpose of this provision, adult and dislocated workers need not be WIA eligible to participate in self-service or informational activities; however, Contractor shall document customer service level and provide report to the SBWIB. The following Core Services are required:

1. WIA eligibility determination
2. Outreach, intake and orientation
3. Initial assessment of skill levels, aptitudes, abilities, support service needs
4. Job search and placement assistance
5. Labor Market Information
6. Program performance information
7. Information on how the local area is performing
8. Information on filing claims for unemployment
9. Assistance in establishing eligibility for WtW activities and programs of financial aid assistance
10. Follow-Up Services for 12 months - Case Management and Job Search Assistance.

B. Authorized Intensive Services:

1. Adult who are unemployed, have received at least one core service and are unable to obtain employment through core services, and are determined by the Contractor to be in need of more intensive services to obtain employment, are eligible to receive intensive services. Each of the authorized services listed below may be provided, either directly or through arrangement with other programs, to a participant.
2. Adult who are employed, have received at least one core service, and are determined by the Contractor to be in need of more intensive services to obtain employment that leads to self-sufficiency, as described in 20 CFR §663.230, are eligible to receive intensive services. Each of the following authorized services may be provided, either directly or through arrangement with other programs, to a participant:
 - a. Assessment
 - b. Development of ISS/IEP
 - c. Group counseling
 - d. Individual counseling and career planning
 - e. Case Management
 - f. Short-term pre-vocational services - Job Search Skills (JSS)

C. Training Services

Contractor shall provide access to training services for eligible WIA participants. Training services are limited to participants who:

1. Have met the eligibility requirements for intensive services, have received at least one intensive service, and have been determined to be unable to obtain or retain employment through such services.
2. Have been determined by the Contractor to be in need of training services and to have the skills and qualifications to successfully complete the selected training program after an interview, evaluation or assessment, and case management.
3. Are unable to obtain grant assistance for the cost of training.
4. Are determined eligible in accordance with the State and local priority system for **services** provided through the adult and funding stream.

Training services include the following:

1. Programs that combine workplace training with related instruction

2. Training programs operated by the private sector
3. Skill upgrading and retraining
4. Entrepreneurial training
5. Job readiness training
6. Adult and dislocated education and literacy activities (provided in combination w/ services above)
7. Customized training
8. On-the-Job Training
9. Occupational skills training, including training for nontraditional employment

Provision of Support Services: Contractor shall inform and provide, or arrange for the provision of, services to eligible WIA participants that will enable them to participate in WIA Title I activities within funding availability and budget limitations. Supportive services shall only be provided to individuals who are participating in core, intensive or training services and unable to obtain supportive services through other programs providing such services.

Contractor shall be responsible for the selection of vendors, administration, payment and documentation of costs incurred for supportive services. Payment records, by participant, must be complete and readily available for monitoring or audit reviews. Contractor shall also document supportive services provided with non-City WIA funds.

The Contractor's supportive services shall include at a minimum transportation, healthcare, family care, child care, commuting assistance and financial and personal counseling, linkages to community services, assistance with housing costs, assistance with uniform or other appropriate work attire and work related tool costs.

Exit Other Than Placement: If a participant decides to drop out of the program or if the Contractor determines that a participant can no longer benefit from the program, the participant shall be exited and, if possible, an exit interview conducted prior to exit. The purpose of this interview shall be to counsel participant about other agencies and resources, which may be of assistance. Contractor shall retain a written record of exit counseling in the participant's file, including specific reasons for exit and any disciplinary action taken, if any.

Follow-up Services: Contractor shall make available follow-up services to all participants in workforce investment activities authorized under Title I of WIA who are placed in unsubsidized employment, and monitor the retention status and progress made for not less than 12 months after the first day of employment. If a participant leaves a job at any time after placement within the twelve month follow-up period and remains able to work, the Contractor shall seek subsequent job placement(s) for the participant.

EXHIBIT B

CITY OF CARSON BUDGET SUMMARY PY 2010-11

<u>Grant Descriptions</u>	<u>Amount</u>
WIA Youth Program	\$201,877**
WIA Adult Program	\$203,260*
South Bay One-Stop Navigator (2nd Increment)	\$29,403
South Bay One-Stop Navigator (3rd Increment)	\$ 21,107*

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*New Funding Amounts \$455,647

All other WIA PY 09-10 remaining funds will be invoiced separately from current funding amount of \$ 455,647.

Navigator's funds (\$29,403) for PY 09-10 can be billed during PY 2010-11.

PARTICIPANT ENROLLMENT PLAN PY 2010-11	
WIA Program	Enrollment Plan
Youth	29
Adult	24

Youth Cumulative Enrollment Plan by Quarter

**70 % of youth funds must be expended on in- school youth and 30% must be expended on out of school youth.

09/10	12/10	3/11	6/11
7	14	21	29

Youth Participant Cost- \$6,846

Adult Cumulative Enrollment Plan by Quarter

09/10	12/10	3/11	6/11
6	12	18	24

Adult Participant Cost- \$8,533

BUDGET FORMS

CONTRACTOR COMMON MEASURES

Adults	Performance Standards
Entered Employment Rate	80.50%
Employment Retention Rate	81%
Earnings Replacement Rate	\$13,000

Youth	Performance Standards
Entered Employment or Education Rate	67.50%
Literacy & Numerical Gain	17.50%
Attainment of Degree or Certificate	47.50%

The above Common Measures are subject to change based on revised Common Measures that may be received from the State..

GENERAL PROVISIONS

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

General Assurance.

Every reasonable course of action shall be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. The Contractor, its executive staff and employees, in administering the Agreement, shall avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Nondiscrimination.

Prohibition of Discrimination Regarding Participation, Benefits, and Employment

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Prohibition on Assistance for Facilities for Sectarian Instruction or Religious Worship

Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

Prohibition on Discrimination on Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Title with respect to the terms and conditions affecting the rights provided to the individual solely because of the status of the individual as a participant.

Prohibition on Discrimination Against Certain Non-Citizens

Participation in programs and activities or receiving funds under this Title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States.

Avoidance of Conflict of Economic Interest.

An executive or employee of the Contractor, an elected official in the area of a member of the South Bay Workforce Investment Board (SBWIB), shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Contractor or Sub-contractor. Supplies, materials, equipment or services purchased with subgrant funds shall be used solely for purposes allowed under this Agreement.

No member of the SBWIB shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member of any business or organization which the member directly represents.

Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, creed or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

Unallowable Activities and Costs.

Contractor will comply with the guidelines per 20 CFR Part 652, WIA Final Rule, August 11, 2000, regarding unallowable activities and costs or compensation may be disallowed. The following activities and costs, among others, are specifically unallowable:

1. **Public Service Employment:** No funds will be used under this Agreement for public service employment, subsidized employment with public and non-profit employers providing public services, except to provide disaster relief employment as specifically authorized in Section 173(d), (WIA SEC. 195(10)).
2. **Sectarian Activities:** The employment or training of participants to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious work activities is prohibited.
3. **Political Activities:** No financial assistance may be provided for any program which involves political activities.
4. **Maintenance of Effort:**
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.
 - d. No jobs shall be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals.
5. Any funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.

7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this WIA.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.
9. Funds provided under this Act shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds.
10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
12. No funds shall be used for employment generating activities.
13. Incumbent Employee: No funds shall be used on wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec 181(b)(1)).

UNDERSTANDINGS

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.
- D. Contractor understands that SBWIB staff are charged with tracking and reporting on compliance and performance of all Agreements to the SBWIB and/or designated committees. The staff are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that City's on-site monitoring shall, if applicable, include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund overpayments in order to recover funds from training



institutions that received education assistance program funds on behalf of WIA participants.

- G. Contractor understands that all costs paid out for a participant who is enrolled without City's written authorization prior to enrollment who is found to be ineligible, and any costs associated with services provided under this Agreement found to be disallowed in an audit, shall be the sole responsibility of the Contractor. The City or SBWIB will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed, or use any repayment method identified in the SBWIB debt collection policy.
- H. The conduct of the parties to this Agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Contractor, Subgrantee and its subcontractees shall not deny the Subgrants benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Subgrantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subgrant.
- I. Contractor will administer its programs under the Workforce Investment Act (WIA) in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIA Directives. Contractor's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the City within 24 hours of discovery in accordance with requirements and procedures contained in 20 CFR Section 667.630. Contractor shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

EXHIBIT E

CONSULTANTS

In the event that Contractor shall enter into consultant and/or professional service subagreements for any services provided under this Agreement, the parties to any such subagreements, and the services they are to provide, shall be identified below.

Contractor shall provide City with current copies of any consultant and/or professional services agreements with the individuals listed below. Said agreements shall specify compliance with terms and conditions of the primary agreement with City of Hawthorne.

Adjustments to this Exhibit may be made by approval of the City Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, Contractor shall notify City and provide copies of sub-agreements and other required documents.

Consultants performing services which may involve driving must provide evidence of insurance (insurance certificates) at the level required and with additional insured endorsements.

CONSULTANT

SERVICES TO BE PERFORMED

