



City of Carson Report to Mayor and City Council

October 4, 2011
New Business Consent

SUBJECT: CONSIDERATION OF AGREEMENTS FOR WORKFORCE DEVELOPMENT

Submitted by Clifford W. Graves
Economic Development General Manager

Approved by David C. Biggs
City Manager

I. SUMMARY

The Carson Career Center is part of the South Bay Workforce Investment Board (WIB). The attached agreements (Exhibit Nos. 1-3) present 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 agreements with the city of Hawthorne.
2. AUTHORIZE the Mayor to execute the agreements 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 agreements in question fund the adult and youth programs, the summer youth program and the gang reduction program.

Funding for this year is as follows:

Program	Amount
Youth	\$ 204,129.00
Adult	181,355.00
Incentive award	1,675
Summer youth	34,846.00
CalGRIP	90,200.00
Total	\$512,205.00

8

PARTICIPANT ENROLLMENT PLAN FY 2011-2012

WIA Program	Enrollment Plan	2010-2011 Plan
Adult	22	24
Youth (14-21)	32	29
Summer youth	27	119
CalGRIP	17	20

The summer youth program (Exhibit No. 2) this year did not start until August and is just now winding down. This is due to very late funding made available from the county. Carson received only 27 slots this year.

The third agreement (Exhibit No. 3) presented for the Council’s consideration is for the California Gang Reduction and Intervention Program also known as CalGRIP. The program serves high-risk youth who come through the LA County Probation Department. The aim is to get the youth back in school and out of trouble. In addition to the employment aspect is lifestyle changes, tutoring, counseling and related services.

While the Career Center is available to anyone, intensive services are available only to those Carson residents meeting the criteria for each program. In addition, the city may receive other funds later in the year if there are additional programs added. For example, there may be other grants that the city applies for with the WIB, and another round of the Transitional Subsidized Employment (TSE) program is expected to start this month.

V. **FISCAL IMPACT**

The total funding is over \$500,000.00 for this year, and there will almost certainly be other programs added over the course of the year. About \$300,000.00 of these funds go to offset salaries and other expenses, reducing the impact to the general fund.

VI. **EXHIBITS**

1. Agreement for WIA youth and adult programs. (pgs. 4-7)
2. Agreement for summer youth program. (pgs. 8-39)
3. Agreement for CalGRIP program. (pgs. 40-72)

M:\Agenda Titles & Recommendation\2011\WIB contracts 2011.docx

Prepared by: Barry Waite, Business & Employment Development Manager

TO:Rev091911

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by City Council	
Date _____	Action _____

SOUTH BAY WORKFORCE INVESTMENT AREA FUNDING AGREEMENT AMENDMENT NO. 1 TO AGREEMENT NO. 10--H1327 BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. ON BEHALF OF THE CITY OF HAWTHORNE AND THE CITY OF CARSON

THIS Amendment is made and entered into this ____ day of _____, 2011 by and between the South Bay Workforce Investment Board, Inc. (SBWIB, Inc.), a non-profit public benefit corporation, acting on behalf of the **CITY OF HAWTHORNE ("City")**, as designated administrator of the South Bay Workforce Investment Area (SBWIA) 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 , the City of Hawthorne on behalf of the South Bay Workforce Investment Board (SBWIB) has entered into an Agreement with SBWIB, Inc. authorizing it to be the Designated Administrator of SBWIA; and,

WHEREAS, on **September 30, 2010**, City and Contractor entered into Agreement No10-H1327 in order to provide Workforce Investment Act (WIA) employment and training services to eligible participants; and,

WHEREAS, the City is receiving federal funds from the State of California for the purpose of providing employment and training services to adults, dislocated workers and youth; and,

WHEREAS, Contractor continues to represent itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statues and in accordance with the terms and conditions of the original agreement; and

WHEREAS, the parties are interested in amending Agreement No. 10-H1327 to continue providing said services to eligible participants in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. **Section II- COMPENSATION, paragraph A**, is amended to read, "In addition to any other monies authorized to be expended under Agreement No. 10-H1327 and any prior



amendments, if applicable, thereto, the City shall reimburse Contractor for the sum of **\$387,159**. The parties agree that in no case shall the total amount of expenditures under this amendment exceed the sum of **\$387,159**".

2. **Exhibit B.2, City of Carson Budget Summary PY 2011-12** [attached hereto and incorporated herein by this reference] is added and replaces **Exhibit B, City of Carson Budget Summary for Program Year (PY) 2011-12**.

Unless as otherwise specifically amended herein, all terms and conditions contained in the original Agreement No. 10-H1327 as previously amended, will remain in full force and effect.

//

//

//

//

//

//

//

//

//

//

//

//

//



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement No. 10-H1327 on the date and year above written.

By: CITY OF CARSON

Signature: _____

Name: Jim Dear

Title: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law



CITY OF CARSON BUDGET SUMMARY PY 2011-12

Grant Descriptions

Amounts

WIA Youth Program	\$ 204,129**
WIA Adult Program	\$181,355
Incentive Award	\$ 1,675
*New Funding Amounts	\$ 387,159

All other WIA PY 11-12 remaining funds will be invoiced separately from current funding amount of **\$387,159**

PARTICIPANT ENROLLMENT PLAN PY 2011-12	
WIA Program	Enrollment Plan
Adult	22
Youth (14-21)	32

Adult Cumulative Enrollment Plan by Quarter

09/11	12/11	3/12	6/12
6	12	18	22

Adult Participant Cost- \$8127

Youth Cumulative Enrollment Plan by Quarter

****30% of youth funds must be expended for out-of-school Youth program activities**

09/11	12/11	3/11	6/12
8	16	24	32

Youth Participant Cost- \$6,403



YOUTH EMPLOYMENT PROGRAM (YEP) AGREEMENT NO. 11-W139 BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND THE CITY OF CARSON

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between the **South Bay Workforce Investment Board, Inc.**, a non-profit public benefit corporation, hereinafter referred to as "SBWIB, Inc." on behalf of the South Bay Workforce Investment Board (SBWIB), an agency of the City of Hawthorne, 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, the South Bay Workforce Investment Board, Inc., is the Designated Administrator of the South Bay Workforce Investment Area (SBWIA) and is authorized to act for purposes the this Agreement; and

WHEREAS, June 28, 2011, the Boards of Supervisors, authorized the County of Los Angeles Department of Community and Senior Services (DCSS) to enter into an intermediary contract with South Bay Workforce Investment Board (SBWIB) to provide paid work experience to youth eligible to participate in Youth Employment Program (YEP); and

WHEREAS, DCSS, has determined that effective and efficient administration of the YEP requires subcontracts with one or more workforce investment boards, as defined in the federal Workforce Investment Act (29 USC ' 2801 et. seq.), and successor statutes and regulations; and,

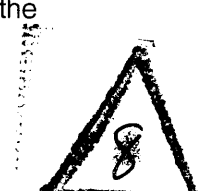
WHEREAS, on July 8, 2011, the SBWIB received an allocation from DCSS to administer the YEP; and

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 Youth Employment Program's services set forth in the



Exhibits listed below, attached hereto and incorporated herein by this reference:

- Exhibit A– Youth Employment Program (YEP) Statement of Work**
- Exhibit A1-- Funding and Enrollments Chart**
- Exhibit B – Youth Employment Program Budget Summary Forms**
- Exhibit C - Consultants**

Further Responsibilities.

Contractor shall:

1. Provide services funded under this Agreement only to individuals determined eligible under YEP guidelines as designated by the County of Los Angeles/SBWIB, Inc.
2. Provide facilities, which are adequate to fulfill the requirements of this contract.
3. Provide services as described in Mandated Program Requirements, Exhibit "A".
4. 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 is a cost reimbursement agreement. During the term of this Agreement, SBWIB, Inc. shall compensate Contractor for supplying the services set forth in Exhibit A, Youth Employment Program, Statement of Work, and any addenda thereto

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the SBWIB, Inc.'s express prior written approval.

C. The total amount payable under the term of this Agreement is **THIRTY FOUR THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$34,846)**, herein after referred to as the



Maximum Agreement Sum as described in Exhibit A1, Funding and Enrollment Chart.

D. Contractor shall have no claim against the SBWIB, Inc. for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, Contractor shall immediately notify SBWIB, Inc. and shall immediately repay all such funds to SBWIB, Inc. Payment by SBWIB, Inc. for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the SBWIB, Inc.'s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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 SBWIB, Inc. individual participants or any other party, other than as specifically detailed in this Agreement.

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

1. The acceptance by the SBWIB, Inc. of the performance of the Contractor under the terms of this Agreement.

2. This Agreement is funded solely under the County of Los Angeles. In the event the program is canceled or funds to the SBWIB, Inc., are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to any other SBWIB, Inc.'s funds.

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

4. Payments to the Contractor may be withheld by the SBWIB, Inc. 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 County, SBWIB, Inc., or its agent, the State or the Department of Labor.

G. Contractor shall prepare and submit to SBWIB, Inc., a budget, for the work to be



performed by Contractor under this Agreement, hereinafter referred to as "Budget". This Budget is attached hereto and incorporated by reference herein as Exhibit B, Youth Employment Program Budget Summary Forms and any addenda thereto. Contractor represents and warrants that the Budget is true and correct in all respects, and service shall be delivered hereunder in accordance with the Budget.

III -- INVOICES AND PAYMENTS

Contractor shall invoice SBWIB, Inc. only for providing the tasks, deliverables, goods services, and other work specified in Exhibit A, YEP Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by SBWIB, Inc. under the terms of this Agreement. Contractor's payments shall be as provided in Exhibit B, YEP Budget Summary Forms.

Contractor shall submit monthly invoice to SBWIB no later than the 5th calendar day of the month following of service (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 5th calendar day falls on SBWIB, Inc.'s off Friday, or a Saturday or Sunday or national holiday, Contractor shall submit the invoice by the following business day. SBWIB, Inc., reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoices submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Agreement, Contractor and SBWIB, Inc., agree that SBWIB, Inc., shall have no obligations whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. The SBWIB, Inc., may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Agreement. These same time frames shall also apply to the submission of Contractor's final invoice.

IV -- TERM OF AGREEMENT

The term of this Agreement shall be from **July 1, 2011 to October 31, 2011**. The parties



may extend this Agreement for one (1) 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.

V -- MODIFICATIONS/AMENDMENTS

This contract fully expresses the agreement of the parties. Any modifications or amendment of the terms of this contract must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

VI -- ASSIGNMENTS AND CONTRACTORS

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 SBWIB, Inc.. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the SBWIB, Inc. shall be null and void and shall constitute a material breach of this Agreement upon which the SBWIB, Inc. may immediately terminate this Agreement in accordance with the provisions of Section XXIII of this Agreement.

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

1. A description of the services to be provided by the Contractor.
2. Identification of the proposed Contractor and a description of the manner in which the proposed Contractor 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 SBWIB, Inc.

C. In the event the SBWIB, Inc. 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 contract with the County



of Los Angeles 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 County of Los Angeles.”

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the SBWIB, Inc. or the County of Los Angeles. 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 Contractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of allowable cost(s) under this Agreement.

E. The Contractor agrees that it shall be held responsible to the SBWIB, Inc. for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the SBWIB, Inc. 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 Contractors and the SBWIB, Inc. 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 SBWIB, Inc..

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements. Procurement of Contractors and/or vendor services must be in compliance with appropriate SBWIB, Inc., 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.

VII -- INSURANCE

A. General Liability Insurance

Contractor shall provide and maintain at its own expense general liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming, City of Hawthorne/SBWIB, Inc., its Elected Officials, Officers, Agents, and Employee (collectively City of



Hawthorne/SBWIB and its Agents) and the County Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability Insurance

Contractor shall provide and maintain at its own expense automobile liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of auto pursuant to this Agreement, including owned, leased, hired, and/or non-owned auto, as each may be applicable.

C. Workers' Compensation and Employer's Liability

Contractor shall provide workers' compensation and employer's liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease-each employee	\$1 million

D. Sexual Misconduct Liability:

Contractor shall provide and maintain at its own expense sexual misconduct liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$ 2million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or

maltreatment of a sexual nature.

E. Crime Coverage:

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by SBWIB, Inc., to Contractor and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The City of Hawthorne/SBWIB, Inc., and its Agents and the County and its Agents shall be named as an Additional Insured and Loss Payee as its interest may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

F. Property Coverage:

Contractors given exclusive use of County-owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The City of Hawthorne/SBWIB, Inc., and its Agents and the County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

E. Certificates of Insurance

Contractor shall furnish to SBWIB, Inc. 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 policy(s) meets the following requirements:

1. The City of Hawthorne/SBWIB, Inc., and its Agents and the County and its Agents shall be named as additional insured per an endorsement.



2. Insurance shall not be canceled or terminated without thirty (30) days written notice to SBWIB, Inc..

3. Insurance shall be primary and any insurance held by SBWIB, Inc. 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 this Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in Section III.

F. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., 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 by the Attorney of the SBWIB, Inc..

VIII -- HOLD HARMLESS

Contractor agrees to indemnify, defend, save and hold harmless City of Hawthorne/SBWIB, Inc., 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 YEPs' funds under this Agreement.

The City of Hawthorne/SBWIB, Inc., 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 YEPs' funds by Contractor under this Agreement.

IX -- OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection that 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.

X -- COMPLIANCE WITH LAWS

Contractor certifies and agrees that it will fully comply with all applicable requirements of the California Department of Social Services, all regulations, rules and policies issued pursuant to the enabling statute(s), and applicable ordinances, rules, policies, directives, and procedures adopted by the SBWIB, Inc. for which the Contractor is provided actual or constructive notice. The SBWIB, Inc. reserves the right to review the Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Contractor shall indemnify and hold the SBWIB, Inc. harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to: California Welfare & Institutions Code (WIC) ; California Department of Social Services (CDSS) Manual of Policies and Procedures; Social Security Act; State Energy and Efficiency Plan (Title 254, California



Administrative Code); Clean Air Act (Section 306, 42 USC 1857 (h)); Clean Water Act (Section 508, 33 USC 1368); Equal Employment Opportunity (EEO) (Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60) and Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

XI--CRIMINAL CLEARANCES

A. For the safety and welfare of the people served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractor, volunteers or Subcontractor who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

B. Contractor shall immediately notify SBWIB, Inc. of any arrest and/or subsequent conviction, other than for minor traffic offense, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known Contractor.

C. Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

D. All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of SBWIB, Inc./County, a background investigation as a condition of beginning and continuing to work under this Agreement. SBWIB, Inc./County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background



clearance investigation.

E. At any time prior to or during term of this Agreement, the SBWIB, Inc./County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of SBWIB, Inc./County, a background investigation, as a condition of beginning and continuing to work under this Agreement. SBWIB, Inc./County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

XII- RECORDS

A. Records

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with Generally Accepted Accounting Principles. Contractor shall so maintain accurate and complete employment and other records relating to its performance and of this Agreement.

B. Retention

Contractor agrees that SBWIB, Inc., or its authorized representatives, County or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to seize, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Agreement, including but not limited to, all time cards and other employment records and confidential information, shall be kept and maintained by Contractor and shall be made available to SBWIB, Inc., County, State, or Federal authorities, during the term of this Agreement and for a period of five years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure



report, whichever date is later. If before the expiration of that time period any litigation, claim, financial management, review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Location

The Contractor shall inform the SBWIB, Inc., in writing of the exact location of where all material as noted in paragraph A will be retained within thirty (30) days of the beginning date of this Agreement. Any transfers of material relating to this Agreement, beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc.. If this 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 said material to the SBWIB, Inc.

XIII--REPORTING REQUIREMENTS

A. General Reporting

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

B. Youth Employment Program Monthly Invoice and Close-Out

1. On or before five (5) working days of each month, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate monthly YEPs' 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 this Agreement, Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40)



days following the termination of this Agreement, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., 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 SBWIB, Inc. reserves the right to unilaterally close-out this Agreement and use the invoice on file at the SBWIB, Inc. for determination of Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Contractor for any expenditures reported after the twenty-one (21) days close-out date following termination of this Agreement. The SBWIB, Inc. shall provide to the Contractor close-out forms at least thirty (30) days prior to termination of Agreement.

C. Youth Employment Program Reporting

1. Contractor shall utilize the Youth Employment Program Web-Based Application system for tracking applicants, enrollments, and all other data requirements specific to this program. Contractor shall complete and return to SBWIB, Inc., the County of Los Angeles Agreement for Acceptable use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data Form, as well as the Confidentiality Agreement form prior to beginning work on the YEP agreement.

2. Contractor must ensure that all participant information is entered at the point of participant entry and maintained accordingly within 5 business days. County will utilize this system to automatically create and maintain reports.

XIV -- 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 SBWIB, Inc.. The SBWIB, Inc. shall report the fact to the Grant Officer, at DOL. Unless there is



a prior Agreement between SBWIB, Inc. and the DOL and its representative on these matters, the DOL determine whether to seek protection on the invention or discover, including rights under any patent issued thereon, 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, Inc. which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. 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, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,

1. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.
2. Contractor shall comply with the requirements of 29 CFR Part 97.34.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement. Contractor shall comply with the provisions of 29 CFR, Part 97.34.

XV -- CONFIDENTIALITY REQUIREMENTS

- A. Contractor shall maintain the confidentiality of any information regarding Participants,

and the immediate family of any applicant of Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the 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 this Agreement may be divulged to parties having responsibilities under this Agreement for monitoring or evaluating the services and performances under this 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

unretrievable 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 or 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.

XVI --CERTIFICATIONS

A. Debarment and Suspension Certification: By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations 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 or agency;
2. Have not within a three (3) 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 connection 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 (3) 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 (exhibit 1), "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Nepotism: The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person=s immediate family is employed in an administrative capacity by the Contractor. 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.

4. Drug Free Workplace Compliance: The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein.

5. Nondiscrimination and Affirmative Action: 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 equally during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

6. 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 employee, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor recognizes and acknowledge 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 this Agreement or termination of this Agreement or both and the Contractor may be ineligible for award of future Agreements if SBWIB, Inc. 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.

XVII -- 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, direct-training, and training-related services cost categories to permit the preparation of accurate

and supportable financial reports.

XVIII -- 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 by (2) personal service. For these purposes, the addresses of the parties shall be as follows:

South Bay Workforce Investment Board, Inc.
11539 S. Hawthorne Blvd, 5th Floor
Hawthorne, CA 90250
Attn: Jan Vogel

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

XIX-- 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 Section 667.300 which is herein incorporated by reference.

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

XX --AUDITS AND INSPECTIONS

Contractor shall comply with audit requirements as identified in respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, County and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the

OMB Circulars, or other federal auditing requirement, and, if so, shall be responsible for compliance with the audit and requirement thereof. The Contractor shall pay for such audits.

Contractor shall allow authorized SBWIB, Inc., State, County and Federal representatives to have full access to the Contractor's facilities and all related YEPs' 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 SBWIB, Inc. 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 SBWIB, Inc., the SBWIB, Inc. reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.

The SBWIB, Inc. shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor until such time as they do meet these standards.

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

The SBWIB, Inc. 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 SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under the County of Los Angeles.

XXI -- COMPLAINT RESOLUTION PROCEDURES

A. SBWIA Complaint Resolution Procedures

1. Contractor shall comply with the SBWIA 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. SBWIA shall furnish a copy of its procedures to Contractor upon execution of this Agreement.

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

4. Contractor WIA Participant Complaint Resolution Procedures

1. Contractor (with the exception of those providing Classroom Training exclusively) shall develop and maintain procedures for the resolution of complaints involving the terms and conditions of participant employment. Classroom Training Contractors shall provide WIA participants with copies of the SBWIB's grievance procedures and shall instruct participants that they have the option of filing complaints directly with the SBWIA.

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 provisions of training or job development services to a participant, the Contractor shall require that the participant receive access to SBWIB's grievance procedures at each tier of service. Contractor shall maintain written

documentation that each staff person and participant has received information regarding the SBWIB's 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 -- DISPUTES RESOLUTION AND BREACH

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

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent, shall review the disputed matter and, after consultation with the SBWIB, Inc. 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 this Agreement. Upon final disposition, Contractor shall comply with SBWIB, Inc.'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.

XXIII -- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults:

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement for this Contract. Actions that come as a result of Contractor=s default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status;
4. Terminate this Agreement.

B. Probation

1. The SBWIB, Inc. may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

2. Said notice shall set forth the period probation, the reasons for probation and specific conditions of non-compliance.

3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.

2. The SBWIB, Inc. may immediately suspend payments to Contractor prior to

termination of this Agreement in whole or in part for the following causes(s):

a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.

b. Submittal to SBWIB, Inc. of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to SBWIB, Inc. from the Federal, State or County governments.

d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, or its agencies responsible for the operation of this program, SBWIB, Inc. or the County.

3. Upon suspension of funds, for whatever reason, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc..

D. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include but are not limited to:

a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.

b. Termination by the County of Los Angeles of grant to the SBWIB, Inc. under which this Agreement is made.

c. Improper use by Contractor of funds furnished under this Agreement.

d. Failure to meet performance measurement as stipulated in Exhibit A, YEP Statement of Work, attached.

2. This Agreement may be canceled by either party without cause upon 30 days

written notice prior to the effective date of such termination, which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Contractor that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc.. Final payment to Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions Contractor through the execution of this Agreement agrees to comply with, the requirements herewithin, and those requirements contained with the Workforce Investment Act and all applicable Directives/Bulletins from the SBWIB, State, County or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections, which may be applied, will be dependent upon the circumstances(s) of noncompliance.

XXIV- 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.

//
//
//
//
//



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

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law



**YOUTH EMPLOYMENT PROGRAM (YEP)
STATEMENT OF WORK**

Purpose

On June 28, 2011 the Los Angeles County Board of Supervisors adopted the Youth Employment Program (YEP). The purpose of the program is to provide paid work experience for youth with the following at risk characteristics: low income, foster, probation, General Relief and CalWORKs youth between the ages of 16 and 24. Youth may work a average of 100 hours beginning July 1, 2011, and for the duration of the agreement, including any extension period. Youth will be paid minimum wage (presently \$8.00) in accordance with the California Labor Code.

Eligible Youth

Youth must be a Los Angeles County resident, economically disadvantaged, at risk and between the ages of 16 and 24 and has one or more of the following characteristics:

- Foster Youth
- Probationary Youth
- CalWORKs recipient and/or General Relief recipient
- Economically Disadvantaged Youth

Targeted Special Population

The Contractor must meet a minimum enrollment goal of **10% (ten percent)** for each of the following targeted populations:

- Foster Youth
- Probationary Youth
- CalWORKs recipient
- General Relief recipient

Program Design Requirements

Individual Service Strategy (ISS). Contractor must document all services provided must be documented in the ISS to reflect needs and goals, as determined by individual assessment. The ISS is a tool that outlines the progress and services to be provided to each youth. It will require continuous updating and must accurately reflect and measure the individuals= current progress while enrolled in the program. The County has developed an ISS for standard use, and any modification to the prescribed form must be approved by the County. Please note that **only County issued ISS are acceptable**.

Mandatory Services. The Contractor will be required to provide youth enrolled in the Program with 100-160 hours of paid work experience. Work experience must take place in an environment that



promotes competencies, foundation skills and personal qualities that are needed for solid job performance.

Payments to Participants

No payments to participants shall be made **until youth are placed in jobs** and shall be paid for actual hours worked. Time spent in orientation and/or assessments will not be paid. All payments will be made on a timely basis.

Performance Measures and Standard Goals

Contractor shall provide subsidized work experience.

Worksites

In selecting worksites, the Contractor shall have an evaluation on file stating why a worksite was selected, as well as documentation that they have the following:

1. **Provided Supervisor Orientation:**
Orientation was provided to all supervisors of the YEP participants concerning the objectives, regulations, policies, and procedures of this program.
2. **Provided Safe Site:**
Ensure that each worksite provides a sanitary and non-hazardous work environment; each worksite must provide emergency instructions in case of fire or earthquake, etc.
3. **Executed Worksite Agreement:**
Develop and maintain, in written form, a signed agreement with the worksite agency in a form acceptable to the County/SBWIB, Inc. which sets forth, in understandable language, the operational specifics of the worksite agreement, the mutual responsibilities of site supervisor and Contractor, and the program procedures to be followed. This agreement shall be signed by both parties and maintained on file by your agency's file with a copy at the worksite.

Worksites can only be developed in **governmental and/or private non-profit and non-sectarian** agencies.

Confidentiality Agreement

Contractor **must** have all applicable employee(s) review and sign the "Contractor Employee Acknowledgment and Confidentiality Agreement". Keep copies on file and ready for production upon request from County/SBWIB, Inc. and/or any other authorized department or agency. County/SBWIB, Inc. reserves all rights to review the above signed and completed "Contractor Employee Acknowledgment and Confidentiality Agreement" at any time and without prior notification.



FUNDING AND ENROLLMENT CHART

Funding and Enrollment Chart		
	Funding	Enrollments
City of Carson	\$34,846	27
TOTAL	\$34,846	27



EXHIBIT B

YOUTH EMPLOYMENT PROGRAM BUDGET SUMMARY FORMS

EXHIBIT C

CONSULTANTS

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

Contractor shall provide SBWIB, Inc. 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 SBWIB, Inc.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc., Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, Contractor shall notify SBWIB, Inc. 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



**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. (SBWIB, INC.)
FUNDING AGREEMENT NO. 11-W141
WITH THE CITY OF CARSON**

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between the **South Bay Workforce Investment Board, Inc.**, a non-profit public benefit corporation, hereinafter referred to as the "SBWIB, Inc." on behalf the South Bay Workforce Investment Board, an agency of the City of Hawthorne, and the **City of Carson**, a municipal corporation, hereinafter referred to as "Contractor", with its principal place of business located at One Civic Plaza, Suite 500, Carson, CA.

WHEREAS, the SBWIB, Inc. is the Designated Administrator of the South Bay Workforce Investment Area (SBWIA); and is authorized to act for purposes of this Agreement; and,

WHEREAS, the City of Hawthorne is receiving and will be receiving California Gang Reduction & Intervention Program (CalGRIP) funding from grants awarded by the California Emergency Management Agency (Cal EMA) and the Employment Development Department (EDD) to serve eligible participants in the South Bay Workforce Investment Area (SBWIA); and

WHEREAS, the SBWIB, Inc. desires to enter into a Contractor agreement to obtain Cal GRIP services from Contractor, which was named in the Cal EMA and EDD grants awarded to the City of Hawthorne; and

WHEREAS Contractor represents itself as being qualified and capable of providing said services in accordance with all 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 employment and training services for eligible youth as set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

Exhibit A -- Statement of Work

Exhibit B – Budget Summary

Exhibit B1 – Participant Enrollment Plan

Exhibit C -- General Provisions

Exhibit D -- Consultants

Further Responsibilities.

Contractor shall:

Fully cooperate with authorized representatives of the SBWIB, Inc., City/SBWIB, EDD and Cal EMA, 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 eligible participants as designated in Exhibit A, Statement of Work and Exhibit B1, Participant Enrollment Plan.

II -- TERM OF AGREEMENT

The term of the Agreement shall be from July 1, 2011 to December 31, 2012. The parties may extend this Agreement for two (2) additional one-year terms upon the same terms and conditions as are set forth in this Agreement. Any such extension is contingent upon available funding and shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

III - COMPENSATION

A. The parties agree that this shall be a cost reimbursement Agreement. Only allowable expenditures described in Exhibit B, Budget Summary, shall be reimbursed, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon unbudgeted amounts and in no case shall the total amount of reimbursement by SBWIB, Inc. under this



Agreement exceed the total contract amount of **\$90,200, contingent upon receipt of available funds.**

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

C. The parties agree that the SBWIB, Inc. reserves the right to prorate Contractor's reimbursement based upon the cost as described in Exhibit B Budget 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 SBWIB, Inc. 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 SBWIB, Inc., City/SBWIB, EDD, Cal EMA, 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 SBWIB, Inc. of an approved Budget Detail submitted by Contractor according to Exhibit B, Budget Summary.

2. The acceptance by the SBWIB, Inc. of the performance of the Contractor under the terms of the Agreement.

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

3. Payments to the Contractor may be withheld by the SBWIB, Inc. if the Contractor fails to comply with the provisions of this Agreement.

4. Contractor shall be responsible to repay any disallowed costs as determined



by the SBWIB, Inc., its agent, the state, City, EDD, and Cal EMA.

IV -- MODIFICATIONS

This Agreement fully expresses the agreement of the parties. Any modifications or amendment of the terms of this Agreement must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V -- ASSIGNMENTS AND CONTRACTORS

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

B. Contractor's request to the SBWIB, Inc. for approval to enter into a contract shall include:

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

C. In the event the SBWIB, Inc. consents to contracting, all applicable provisions and requirements of this Agreement shall be made applicable to such contract. To accomplish this requirement, the Contractor shall include in all contracts the following provision:

"This Agreement is a contract under the terms of a prime agreement with the SBWIB, Inc. and shall be subject to all the provisions of such prime agreement. All



representations and warranties under this contract shall insure to the benefit of the SBWIB, Inc.”

D. All contracts shall be made in the name of the Contractor and shall not bind nor purport to bind the SBWIB, Inc. The making of contracts 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 Contractor. Approval of the provisions of any contract by the SBWIB, Inc. shall not be construed to constitute a determination of the allow ability of any cost under this Agreement.

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

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all contracts and the SBWIB, Inc. shall have no liability or responsibility with respect thereto.

G. Contractor shall not assign or contract any part or all of its interest in this Agreement without written approval from the SBWIB, Inc.

H. All applicable provisions and requirements of this Agreement shall apply to any contracts or sub agreements. The Contractor agrees that the Contractor shall be held responsible by the SBWIB, Inc. for the performance of any Contractor(s). Procurement of Contractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Contracts must be in writing and a copy of each contract must be made available upon request.

VI -- INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor and SBWIB, Inc., 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 SBWIB, Inc. Attorney.

B. Automobile Insurance

If Contractor, in conducting activities under this Agreement, uses motor vehicles, the Contractor shall insure that the South Bay Workforce Investment Board, Inc., its officers and employees and City of Hawthorne/South Bay Workforce Investment Board 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 \$500,000 combined single limit liability, or other equivalent coverage approved by the SBWIB, Inc. 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. Certificates of Insurance

Contractor shall furnish to SBWIB, Inc. 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 South Bay Workforce Investment Board, Inc., its officers, employees and agents

and City of Hawthorne/South Bay Workforce Investment Board its officers, employees and agents shall be named as additional insured."

2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc.
3. Insurance shall be primary and any insurance held by SBWIB, Inc. 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.

E. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., 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 SBWIB, Inc. Attorney of the SBWIB, Inc.

VII -- HOLD HARMLESS

Contractor agrees to indemnify, defend, save and hold harmless SBWIB, Inc., its officers, employees, and agents and City of Hawthorne/South Bay Workforce Investment Board 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 there from 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 funds under this Agreement.

The SBWIB, Inc., its officers, employees, and agents and the City of Hawthorne/South



Bay Workforce Investment Board 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 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 APPLICABLE LAWS

Contractor shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 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, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41CFR Part 60, 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 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 SBWIB, Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access to Records

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

B. Retention of Records

The Contractor shall make any and all program-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required under this Agreement, as may reasonably be requested by the SBWIB, Inc., available for inspection and audit by any federal, state, or SBWIB, Inc. 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 of Records

The Contractor shall inform the SBWIB, Inc. 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 SBWIB, Inc. 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 SBWIB, Inc. 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 SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to program activities and all other matters covered by this Agreement.

B. Monthly Invoice and Closeout

1. On or before the first ten (10) working days of each month, Contractor shall submit to the SBWIB, Inc., on forms approved by the SBWIB, Inc., a complete and accurate monthly 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, which is March 31, 2010, Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., 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 SBWIB, Inc. reserves the right to unilaterally close-out the Agreement and use the invoice on file at the SBWIB, Inc. for determination of Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Contractor for any expenditures reported after the 21-day closeout date following termination of this Agreement. The SBWIB, Inc. shall provide closeout forms to the Contractor at least thirty (30) days prior to termination of Agreement.

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 this Agreement, the Contractor shall report the fact promptly and fully to the SBWIB, Inc. The SBWIB, Inc. shall report the fact according to the guidelines of the Master Funding Agreements with EDD and Cal EMA. Unless there is a prior Agreement between SBWIB, Inc. and the EDD and Cal EMA or their representatives on these matters, EDD and Cal EMA 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

According to the terms of the Master Funding Agreements with EDD and Cal EMA, when copyrightable material is developed in the course of or under this Agreement, the author and the SBWIB which developed the work is free to copyright material or to permit others



to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The SBWIB, Inc., under the guidelines of the Master Funding Agreements with EDD and Cal EMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use, for its 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 SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement.

XIII -- EQUIPMENT

Prior written approval from the Chief Executive Officer of SBWIB, Inc. 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 funding under the Master Funding Agreements, 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 SBWIB, Inc.

- 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 Federal regulations at 29 CFR part 97 or SBWIB, Inc. directives, as applicable. All private for profit contractors shall acquire prior SBWIB, Inc. 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 this 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, the California Emergency Management Association, and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by said 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 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. 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 SBWIB, Inc. 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 assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting 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:

SBWIB, Inc.
South Bay Workforce Investment Board, Inc.
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250
Attn: Jan Vogel, Chief Executive Officer

Contractor
Carson One-Stop Career Center
One Civic Plaza, Suite 500
Carson, CA 90745
Attn: Barry Waite, Business &
Employment Development Manager

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 the federal Workforce Investment Act 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 SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written directions to the Contractor. At SBWIB, Inc.'s discretion, program income may be used to augment the Contractor's 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 SBWIB, Inc. 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. Such audits



shall be paid for by the Contractor. A commercial organization (subrecipient) receiving \$500,000 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 SBWIB, Inc., state, and federal representatives to have full access to the Contractor's facilities and all related 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 SBWIB, Inc. 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 SBWIB, Inc., the SBWIB, Inc. reserves the right to withhold any or all of its funding to the Contractor until minimum standards are met.

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

The SBWIB, Inc. 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 SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under this Agreement.

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, A 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 a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Agreement, the term immediate family's 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 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with '98.600)



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

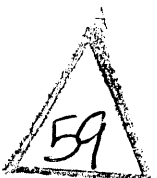
A. SBWIB Complaint Resolution Procedures

1. Contractor shall comply with the SBWIB, Inc. 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, EDD or Cal EMA regulations, the grant and any other Agreements. SBWIB Inc.'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, Inc. Complaint Resolution Procedures during orientation. In the event that Contractor contracts 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, Inc. 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, Inc. 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 term 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 contracts 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, Inc. 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, Inc. 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 Master Agreements 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, Inc. Administration. If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent shall review the disputed matter and, after consultation with the SBWIB, Inc. 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 SBWIB, Inc.'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.

XXIII -- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Default: Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions that come as a result of Contractor's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status; and
4. Terminate the Agreement.

B. Probation: The SBWIB, Inc. may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt. Said notice shall set forth the period of probation, the reasons probation, and the specific conditions of non-compliance. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions, which will be undertaken, subject to SBWIB, Inc. approval in writing.



C. Suspension: It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals. The SBWIB, Inc. may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:

1. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.
2. Submittal to SBWIB, Inc. of reports, which are incorrect or incomplete in any substantial or material respect.
3. Termination or suspension of grant(s) to SBWIB, Inc. from federal or state governments.
4. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or SBWIB, Inc.

Upon suspension of funds, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc.

D. Termination: This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of closeout reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Contractor that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc. Final payment to Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions: Contractor through the execution of this Agreement agrees to comply with, the requirements herein. Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, re-obligation/de-obligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of



this Agreement. Those sections, which may be applied, will be dependent upon the circumstances of noncompliance.

//

//

//

//

//

//

//

//

//

//

//

//

//



XXIV -- 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.

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

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Signature: _____

Name: Jan Vogel

Title: Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law



**EXHIBIT A
STATEMENT OF WORK**

Contractor shall provide the following services under the California Gang Reduction, Intervention & Prevention (Cal GRIP) program as designated in EDD/WIA and Cal EMA Master Funding Agreements and within the grant timeline.

DESCRIPTION OF SERVICES
<p><u>Eligibility and Enrollment</u> <u>Participants must be enrolled according to the Enrollment Plan and must meet the following criteria according to WIA and Cal GRIP guidelines:</u></p> <ul style="list-style-type: none"> ▪ 14–17 years of age. in-school and reside in the City of Carson; ▪ Low in-come; ▪ Basic literacy skills deficient; ▪ In one or more of the risk categories: ex-offender, have a history of attachment to juvenile justice system, gang involved or affiliated (self- declaration), school dropout, foster youth, deficient in school credits; ▪ Enrolled in or assisted by the Contractor to enroll in by start of program services, in an approved STEM Academy and/or After-school program at a high school in the city of Carson; ▪ Must complete one or more of the Required Services (see below); and ▪ Must be enrolled in I-TRAIN system under grant code 472.
<p><u>1. Case Management</u> <u>Contractor must complete the following on all participants:</u></p> <ul style="list-style-type: none"> • Intake and Assessment to determine basic skills, interests, needs and barriers; • Completion of an Individual Service Strategy that documents planned services and service timeline based upon Intake and Assessment results; Performance Goals; and Case Notes to document progress toward attainment of Goals. • Maintain a Participant file in which documentation is maintained for enrollment, ISS, Performance, Case Notes and other related information • Provide on-going case management follow-up to assist the participant in completing planned services and achieving Performance Goals
<p><u>2. Required Services</u> <u>Contractor must work in coordination with the After-school Program(s) in the target area to provide the following services at least once per semester (every six months) to be delivered as part of the After-school Program:</u></p> <ul style="list-style-type: none"> • “Blueprint for Workplace Success” Training and Certification (minimum of 20 hours of pre-employment training) before placement in work experience, summer jobs or employment. • Subsidized Summer Employment according to funding allocated in Exhibit B, Budget Summary (participants: must complete Blueprint for Workplace Success Training and Certification before placement in 100 hours each @ 8.00 per hour.) • Project Toward No Drugs – Drug Abuse Prevention Training <p><i>Note: Certificates of Completion and/or skill attainment must be placed in participant files</i></p>
<p><u>3. Performance Goals</u> <u>Contractor must meet the following Performance Goals under WIA and Cal GRIP Guidelines:</u></p> <ul style="list-style-type: none"> • 75% Completion of Planned Services according to ISS • 30% Placement in Employment, Education or Training • 30% Attainment of Recognized Certificate/Diploma Degree (e.g. high school diploma/GED, Industry-identified Certificate) • 65% Retained or Returned to Secondary School for at least two Semesters (excludes youth with high school diploma or GED)
<p><u>4. Family Reunification</u> <u>Contractor must work in coordination with Centinela Youth Service (CYS) to:</u></p> <ul style="list-style-type: none"> • 30% of Participants Referred to CYS for Family Mediation Services.



**EXHIBIT B
BUDGET SUMMARY**

This is a cost reimbursement Agreement for which Contractor must submit an approved itemized Budget Detail that provides costs for the delivery of services under this Agreement. Costs must be allocated as follows:

18 months 7/1/2011 – 12/31/2012	Cal EMA Funding	EDD Funding	Total Funding
<u>Operations Costs</u> Salaries and benefits, % of FTE; facilities (lease, phone, utilities, etc.); materials and supplies	\$ 30,000	\$ 33,000	\$ 63,000
<u>Participant Summer Jobs Wages</u> (160 hours maximum @ \$1,500 ea. X 17 participants; participants must complete a minimum of 140 hours) *includes wages, supportive services, workers comp, etc.	N/A	\$ 25,500	\$ 25,500
<u>Stipends/Incentives</u> 17 @ \$100 each *for completion of after-school services only	N/A	\$ 1,700	\$ 1,700
TOTAL	\$ 30,000	\$ 60,200	\$90,200



EXHIBIT B1

PARTICIPANT ENROLLMENT PLAN

Unduplicated Enrollment Goal	Age 14-17 In-school
July – September 2011	4
October – December 2011	3
January – March 2012	5
April – June 2012	5
July – December 2012	0
Total	17



**EXHIBIT C
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.

Nepotism

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family; is employed in an administrative capacity, Inc. by the Contractor. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/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, Inc.'s means persons who have overall administrative responsibility for a program including but not limited to selection, hiring, or supervisory responsibilities.



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, 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. 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.
2. Political Activities: No financial assistance may be provided for any program, which involves political activities.
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 any way 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 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 staffs are charged with tracking and



reporting on compliance and performance of all Agreements to the SBWIB and/or designated committees. The staffs 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 SBWIB, Inc.'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 SBWIB, Inc.'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 SBWIB, Inc. 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 hereunder. In addition,
 - 1. During the performance of this Agreement, the Contractor shall not deny the said 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. Contractor 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 contracts to perform work under this agreement.
- 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 SBWIB, Inc. 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 D

CONSULTANTS

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

Contractor shall provide SBWIB, Inc. 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 SBWIB, Inc. of Hawthorne.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc. Attorney without an amendment to the Agreement, however, prior to any change in, or additions to, the list of consultants contained herein, Contractor shall notify SBWIB, Inc. 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

