Council Meeting of
March 6, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Human Resources-Recommendation to execute an employment and training agreement with the South Bay Workforce Investment Board.

Expenditure: $50,000 in Workforce Investment Act Additional Assistance to Dislocated Worker Funding.

RECOMMENDATION

The Carson/Lomita/Torrance Workforce Investment Network (WiN) Board and the Human Resources Director recommend that Council authorize the execution of an employment and training agreement with the South Bay Workforce Investment Board (SBWIB) in the amount of $50,000 for the period of December 1, 2006 to June 30, 2007.

BACKGROUND

The Carson/Lomita/Torrance WiN was awarded a grant in the amount of $600,000 to fund the Nissan Layoff Partnership. Of this amount, $410,000 was included as part of Fiscal Year 2006-07 appropriations for the WiN Budget. The purpose of the partnership is to address the re-employment and training needs of unemployed workers affected by the departure of Nissan's headquarters from the South Bay Region of Los Angeles County.

On December 4, 2006, the WiN Board approved staff to negotiate and execute a sub-agreement with the SBWIB to expand the outreach effort and increase the employment specialist staff available to assist these laid-off workers (Attachment A).

ANALYSIS

The WiN and the SBWIB will collaborate to address the needs of both professional workers with long tenure at Nissan and workers from the hospitality, retail, and service industries laid-off due to the "ripple effect" created by Nissan's departure. As part of the Nissan Layoff Partnership award, the SBWIB will receive $50,000 to provide employment and training services to a minimum of 10 unemployed adults at an average slot cost of $5,000 per person.

The agreement (Attachment B) has been reviewed and approved by the City Attorney as to form. The term of the agreement is December 1, 2006 to June 30, 2007.

Respectfully submitted,

ELAINE M. WINER
Human Resources Director

By Patricia D. Unangst
Workforce Development Manager

CONCUR:

Elaine M. Winer
Human Resources Director

LeRoy J. Jackson
City Manager

Attachment A: Excerpt from the 12/4/07 WiN Executive Committee Meeting
Attachment B: Agreement between the City of Torrance and the SBWIB

Attachment A

CARSON/LOMITA/TORRANCE
WORKFORCE INVESTMENT NETWORK (WIN) BOARD

EXCERPT FROM THE MINUTES OF

EXECUTIVE COMMITTEE MEETING
December 4, 2006
Carson One-Stop Career Center
One Civic Plaza, Suite 500, Carson

MINUTES

I.	Call To Order	The meeting was called to order at 3:10 p.m. by WiN Chair K. Weideman.
	Members Present:	K. Weideman, J. Jones, M. Kraemer, W. Robinson
	Members Excused:	R. Slawson, P. Smith
	Guests Present:	E. Winer
	Staff Present:	P. Unangst, E. Barthe-Jones, M. Brookes, B. Barbagallo

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V. Action/Discussion Items

Action Item #2: Enter into Negotiations & Execute Sub-Agreements for the South Bay Workforce Investment Board and Harbor Regional Center as part of 25% Additional Assistance Funding for the Nissan Layoff Partnership

This item recommends that the Executive Committee authorize staff to enter into negotiations and execute sub-agreements with the SBWIB and the Harbor Regional Center.

South Bay WIB will serve professional workers who may have been affected by the Nissan move. Harbor Regional Center will serve people with disabilities. A motion was made to approve this item as submitted; motion was seconded. Discussion ensued. There were some inquiries about the amount ($600,000) which was included as part of FY 2006-07 appropriations for the WiN budget. It was explained that $410,000 was for the 06-07 budget, and $190,000 was carried over to FY 07-08. P. Unangst reported that this item will go to the City Council after the holidays, in Jan. 2007. M/S/U.

Attachment B

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of December 1, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation, acting as administrative entity for the CARSON/LOMITA/TORRANCE WORKFORCE INVESTMENT NETWORK ("WiN"), and the City of Hawthorne, a municipal corporation, acting as administrative entity for the South Bay Workforce Investment Board (SBWIB) ("CONTRACTOR").

RECITALS:

A. WIN wishes to retain the services of an experienced and qualified CONTRACTOR to provide employment and training services to individuals affected by the departure of the Nissan Headquarters from the South Bay Region of Los Angeles County.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2007.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $50,000.00 ("Agreement Sum"), unless otherwise first approved in writing by WIN.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by WIN for Convenience.

1. WIN may, at any time, terminate the Agreement for WIN's convenience and without cause.

2. Upon receipt of written notice from WIN of such termination for WIN's convenience, CONTRACTOR will:

   a. cease operations as directed by WIN in the notice;
   b. take actions necessary, or that WIN may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for WIN's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the WIN may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the WIN in

connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the WIN. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the WIN, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the WIN as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the WIN under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the WIN determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the WIN reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The WIN will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's

performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**
CONTRACTOR authorizes WIN to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate WIN for any losses, costs, liabilities, or damages suffered by WIN, and all amounts for which WIN may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, WIN may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of WIN to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect WIN as elsewhere provided in this Agreement.

7. **WIN REPRESENTATIVE**
Matthew Brookes is designated as the "WiN Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by WIN under this Agreement, those actions will be taken by the WiN Representative, unless otherwise stated. The City Manager has the right to designate another WiN Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**
The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Jan Vogel, Executive Director

9. **INDEPENDENT CONTRACTOR**
The CONTRACTOR is, and at all times will remain as to WIN, a wholly independent contractor. Neither WIN nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of WIN.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City of Torrance business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. DEBARMENT AND SUSPENSION

CONTRACTOR will be knowledgeable of and will comply with 29 CFR 98.35 "Subawards to debarred and suspended parties" and Executive Order 12549 "Debarment and Suspension." CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform CITY of any future debarment or suspension.

13. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform WIN of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from WIN.

14. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by WIN, except those losses or damages as may be caused by WIN's own negligence.

15. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between WIN and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other

records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to WIN during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

16. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the City of Torrance and WiN, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

17. NON-LIABILITY OF WIN OFFICERS AND EMPLOYEES

A. No officer or employee of WIN will be personally liable to CONTRACTOR, in the event of any default or breach by the WIN or for any amount that may become due to CONTRACTOR.

B. No officer or employee of CONTRACTOR shall be personally liable to the City of Torrance or WiN in the event of any default or breach by CONTRACTOR or for any amount due to the City of Torrance or WiN.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage subject to the self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. WiN, the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to WIN.

F. Notwithstanding the insurance required above, City of Torrance and WiN, 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 requirement herein contained, shall be subject to approval of the Risk Manager of the City of Torrance.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the City of Torrance ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to WIN, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the City of Torrance within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

A. No officer or employee of the WIN may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation,

partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	South Bay Workforce Investment Board

11539 Hawthorne Blvd, Suite 500
Hawthorne, CA 90250

Fax: (310) 970-7711

WIN: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either WIN or CONTRACTOR without the prior written consent of the other.

23. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of WIN and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

24. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

25. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

28. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders. These shall include, but are not limited to:

(1) State Energy and Efficiency Policy & Conservation Act (Title 24, California Administrative Code);

(2) Clean Air Act (Section 306, 42 USC 1857(h)); and

(3) Clean Water Act (Section 508, 33 USC 1368, Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR part 15) where applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000.

29. RELIGIOUS, POLITICAL AND LOBBYING ACTIVITIES

CONTRACTOR agrees not to engage in or permit any religious or political activities concerning the performance of this Agreement. CONTRACTOR further agrees to comply with the provisions of the Hatch Act, which limits political activity of employees, and, where applicable, Public Law 101-121, which prohibits influencing federal financial transactions. Where the total sum of this agreement exceeds $100,000 CONTRACTOR will be required to submit a certification pursuant to 31 USC 1352 (d)(2)(b).

30. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party

of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

31. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

32. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

33. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation, acting as
administrative entity for the
CARSON/LOMITA/TORRANCE
WORKFORCE INVESTMENT NETWORK

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____
Heather K. Whitham
Deputy City Attorney

CITY OF HAWTHORNE

By:_____
Jag Pathirana,
City Manager

City of Hawthorne

_____
City Attorney

APPROVED AS TO FORM:

_____
Jack Ballas, Attorney at Law

EXHIBIT A
STATEMENT OF WORK

I. TERMS

A. Terms of Statement of Work

The CONTRACTOR will provide employment and training services for a minimum of ten (10) unemployed adults affected by the departure of Nissan's Headquarters from the South Bay Region of Los Angeles County. The amount of the contract will not exceed $50,000. The contract period will begin December 1, 2006 and end June 30, 2007.

II. PURPOSE

A. Purpose of this Agreement

To provide unemployed adults affected by the departure of Nissan's Headquarters with the necessary training and skills in order for them to successfully attain and retain suitable employment.

B. Targeted Group

The contract will serve unemployed adults affected by the departure of Nissan's Headquarters. All program participants served under the contract must meet the definition of a laid off worker under the Workforce Investment Act (WIA) of 1998 as defined in Exhibit I-Definition of a Laid-off Worker.

III. GENERAL RESPONSIBILITIES

A. Management, Staffing, and Direction of Programs

1. The day-to-day training and operations under this agreement will be conducted by the staff of the South Bay Workforce Investment Board (SBWIB).

2. The CONTRACTOR will provide the staff, equipment, materials, supplies and facilities to assure program participants acquire the skills necessary to attain and retain suitable employment.

3. The CONTRACTOR will have the following staffing positions in place for the Program: One Program Manager and One

Case Manager/Job Developer. Additional staff will be utilized to assist program participants as identified in their Individual Employment Plan.

B. Location and Facilities

1. The CONTRACTOR's facilities are at the following locations:

- South Bay Workforce Investment Board (SBWIB)
- Beach Cities One Stop
- Gardena One Stop
- Inglewood One-Stop

The CONTRACTOR will obtain prior written consent from the CITY for the use of any other facilities.

2. Training will be performed at educational institutions pre-approved through the I-Train or the Eligible Training Provider List (ETPL), community colleges, regional occupational programs, and/or private or public sector businesses through the use of On-the-Job Training Contracts.

C. Hours of Operation

The hours of program operation will be from 8:30 a.m. to 5:30 p.m., Monday through Friday.

D. Coordination with The CITY

The CONTRACTOR agrees to coordinate all services of program delivery with the CITY. Coordination will be made through the terms of this agreement and through communication via postal mail, telephone calls, and periodic meetings, occurring, but not limited to once per month.

E. Administrative Procedures

The CONTRACTOR agrees to perform all administrative procedures related to this agreement within the agreed time limits.

IV. SERVICES TO BE PERFORMED

A. Applicant Services

1. The CONTRACTOR will be responsible for outreach, recruitment, selection, and evaluation of applicants for the program. Outreach activities include, but are not limited to the following: Publicizing the program through local media, preparing and distributing flyers outlining the eligibility requirements, maintaining contact with agencies and organizations which have members of the target population, and initiating personal contacts with individuals who may be eligible for the program.

2. Eligibility of all applicants will be verified by CONTRACTOR staff and authorized by the CITY prior to any enrollment in the program. This staff (refer to Section III - A 3) will consist of individuals other than the original intake interviewer.

3. CONTRACTOR or its employees who determine eligibility must be certified by the CITY or its designee as qualified to determine eligibility.

4. The CONTRACTOR will provide documentation of eligibility for each program applicant and will follow the CITY's procedure for determining eligibility. The CITY will review all applicant files to confirm eligibility.

5. The CONTRACTOR will determine if the applicant can successfully complete the program within the established time frames of this Agreement.

6. In the event that either party rejects an applicant, the other party will provide written justification for the rejection and provide the applicant with an appropriate referral to another agency.

B. Enrollment Services

1. The CONTRACTOR will require that program participants meet the target group requirements, and be committed to completing the program.

2. The CONTRACTOR will conduct assessment as needed to determine the most appropriate combination of services. Test results will be utilized in the development of an Individual Employment Plan for the participant.

3. Prior to enrollment, the CONTRACTOR will discuss the nature and scope of the program with prospective

participants and review all policies and expectations. Program orientation will include as appropriate, the following information and activities:

- Overview of WIA, Funding Source, and services available through the CLT WiN and SBWIB
- Purpose of the Program
- Individual Employment Plan
- Availability of counseling and supportive services
- Name and position of all responsible program staff

4 The CONTRACTOR will complete a Career Assessment of the skill levels and service needs of each participant.

5. The CONTRACTOR will complete an Individual Employment Plan (IEP) with each program participant. The IEP will include an employment goal, appropriate achievement objectives, and the appropriate combination of services for the participant, based on a Career Assessment. The CONTRACTOR will provide the IEP.

6. A program applicant is considered enrolled after the:

- Completion of WIA Application Form
- Completion of WIA Enrollment Forms
- Completion of Career Assessment
- Completion of IEP stating the employment goal.

7. The CONTRACTOR will obtain final enrollment approval for all program participants by March 1, 2007.

8. The CONTRACTOR will maintain comprehensive participant files with detailed case notes including documentation of all interactions between program staff, participants, training sites and places of employment. The IEP, assessment results, training certificates, and all required forms will also be maintained in the participant file.

C. Supportive Services

1. Necessary Supportive Services will be identified at the time of assessment and while the participant progresses through the program.

2. CONTRACTOR will provide on-going career counseling and case management services for all program participants.

3. Information and referral services that direct the participant to a wide range of community resources such as special services and materials for individuals with disabilities will be provided.

4. The CONTRACTOR will make referrals to appropriate state and local agencies when needed supportive services are not available through the program.

5. All instances of career counseling, case management and referral services will be documented in the file.

D. Training and/or Job Development Services

1. Number of Participants Receiving Services

The CONTRACTOR will provide vocational training and/or job development services to a minimum of ten (10) participants that are certified by the CONTRACTOR as eligible for services under WIA, and verified as such by the CITY.

2 Program Size/Minimum Slots

The CONTRACTOR will make available a minimum of 10 participant slots. CONTRACTOR will make every attempt to serve additional participants as funding permits.

3. Attendance Requirements

Program participants will follow all South Bay Workforce Investment Board (SBWIB) policies surrounding program participation.

4. Job Placement Services

a. The CONTRACTOR will place a minimum of eight (8) participants into full-time unsubsidized employment.

b. The CONTRACTOR will place participants in jobs consistent with the performance standards outlined in the grant project (i.e. Entered Employment, Wage

Replacement, Retention at 6 Months, Employment and Credential).

5. Follow Up Services

    a. The CONTRACTOR will maintain monthly contact with the participant to ensure their continued success and progress until 12 months following the exit date.

    b. The CONTRACTOR will conduct a 12 month follow-up of each participant following their exit from the program.

EXHIBIT B
COMPENSATION SCHEDULE

Failure of the CONTRACTOR to comply with the requirements of this Exhibit will constitute a material breach of Agreement, upon which the CITY may cancel, terminate, or suspend this Agreement.

I. General Terms

A. No reimbursable cost may duplicate any expense included in a fixed fee payment. It is the CONTRACTOR's responsibility to ensure that no such duplication occurs and to clearly document the segregation of each type of cost.

1. This Agreement will be a Cost Reimbursement Performance Based Agreement payable upon receipt of a monthly invoice. Invoice 1 – 7 are due on the 1st of each month according to the Program Budget (and no later than the 20th of following month). No invoice shall exceed the line item cost categories. The Program Budget must be reviewed and approved by the CITY prior to the start of the program.

2. The terms of payment will be applied to participants enrolled in the program and declared eligible of the program from December 1, 2006, to June 30, 2007.

3. CONTRACTOR will submit invoices on a monthly basis. Late invoices, i.e., invoices submitted thirty-one days or later, may be refused payment and are subject to availability of grant funding.

B. CITY deobligation/reobligation policies will apply regardless of refunds, other sanctions, or other payment and delivery terms and conditions.

C. Public and Private, Nonprofit Organizations are subject to the CITY's Program Income Policy that requires that earnings more than expenses be spent on program-related costs.

D. Unless waived in writing by the CITY, the CONTRACTOR will submit a written statement listing all revenue received, or expected to be received by the CONTRACTOR from all sources to be applied to offset in whole or in part any of the costs incurred by the CONTRACTOR in conducting any activities relating to this Agreement. The CONTRACTOR will file supplemental statements

within fifteen (15) days following receipt of additional funding. Funding may not be used to duplicate any costs.

E. Allowable costs that are paid using other sources of funds may potentially qualify as stand-in costs. All such stand-in costs must be reported by CONTRACTOR on a quarterly basis.

F. CONTRACTOR will comply with CITY's policy regarding the acquisition and disposition of non-expendable property. All property costing one thousand dollars ($1000) or more purchased with program funds requires prior written approval from the CITY and must be depreciated, tagged, and tracked as property of the C/L/T WiN Board.

G. The CONTRACTOR will follow the method of compensation set out in the Exhibit(s) to submit final payment requests, and will make final payment requests within 105 days of the termination of the Agreement. If no final request for payment is made within the 105-day period, the CONTRACTOR agrees that the CITY at its sole discretion will determine and pay the amount, if any, which is due the CONTRACTOR. Upon completion or termination of this Agreement, the CONTRACTOR agrees to return any advanced funds that exceed payments due the CONTRACTOR, if any, within thirty (30) days of completion or termination of this Agreement.

II. Invoicing Services

A. The CONTRACTOR will prepare and submit invoices to the CITY in accordance with this Exhibit.

B. Invoices for any period in which participant's complete a training interval will include supportive documentation.

C. Each participant will evaluate the training programs and the instruction/assistance received before termination from the program. A copy of the evaluation will be kept in the participant's file. A second copy will be submitted to the CITY.

III. Terms of Payment

A. Type of Payment

1. All payment requests must be for costs incurred during the term of this Agreement <u>AND MUST BE SUPPORTED BY SUFFICIENT DOCUMENTATION TO JUSTIFY PAYMENT.</u> Reimbursement requests must be accurate, timely, and

complete, and must be in the form required by the CITY. All activities for which reimbursement is requested must be allowable under the terms of this Agreement and must comply with federal, State, and CITY requirements, policies and procedures.

2 Any change in excess of 10% in any line item, or change in excess of 5% in any major cost category (i.e., Training, Training Related, Supportive Services or Administrative) within the total Agreement Budget, is not permitted without prior approval from the CITY.

3. The first invoice must be received no later than January 20, 2007 or a penalty of 10% will be deducted from the total amount of the contract.

B. Frequency and Amount or Payment Cycles

Partial payments will be made to the CONTRACTOR when invoices are submitted by the CONTRACTOR and verified by the CITY, but not more frequently than once per month.

C. Conditions for Payment (Training)

To qualify for payment for services the CONTRACTOR will submit the following proofs of performance for each youth:

1. Upon enrollment -- Cost Reimbursement CONTRACTOR Invoice, MIS Source Document Enrollment Form, Detailed Statement of Costs and Participant Payroll and Status Summary.

2. Payment each month -- Cost-reimbursement CONTRACTOR Invoice, Detailed Statement of Costs, Participant Payroll and Status Summary and proof of attendance.

3. Upon Termination -- Cost Reimbursement CONTRACTOR Invoice, MIS Source Document Status Change Form, Participant Payroll, Participant evaluation of the training program, Status Summary and proof of attendance.

D. Conditions for Payment (Maintenance Supplies)

Costs of maintenance supplies purchased directly for this Agreement may be included on any invoice only after payment by cash, check, or other form of actual payment. Proof of purchase for supplies will be in the form of a receipt or other written document agreed to by the CITY (as submitted by the CONTRACTOR in the program budget).

E. Conditions for Non-Payment of an Invoice

1. Any cost incurred or payment earned by the CONTRACTOR over and above the sums set up in the line item budget will be at the sole risk and expense of the CONTRACTOR. The CITY will not pay more than the total amount set forth in the line item budget.

2. All necessary source documents, receipts, payroll records, Time Sheets must be submitted in a timely manner and must be received by the CITY prior to the CONTRACTOR billing for that period.

3. Failure to comply with any record keeping or reporting requirements or any other terms included in this Agreement will be grounds for the CITY to withhold payment against submitted invoices until such compliance is demonstrated.

PROGRAM BUDGET

The following plan is to support the distribution of any joint costs related to the activities of this Agreement. All costs included in the plan must be supported by formal accounting records which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in not payment, partial or reduced payment or Agreement termination.

Please complete the attached Program Budget page in full. All Proposed Costs in Column 2 must be identified in Column 1. This form has been developed as an Excel Spreadsheet and is available
by email upon request.

Carson/Lomita/Torrance Workforce Investment Network
EXHIBIT G PROGRAM BUDGET

I. Administration		
1. Salaries	Proposed Costs	Contract Subtotals
a) Clerical	$0	
b) Payroll clerk		
c) Prog. Admin.	$2,800	
d) Other		
2. Fringe Benefits		
a) FICA-SUI 1.77%	$50	
b) Workers Comp 1.63%	$46	
c) PERS 30.6%	$856	
d) Medical Ins.		
e) Other		
3. Office Supplies		
a)	$250	
b)		
4. Indirect Costs		
a) Facility&Comm	$998	
TOTAL ADMINISTRATION	$5,000	$5,000

II. Program/Training		
1. Salaries	Proposed Costs	
a) Case Mgr./Job Specialist	$19,297	
b) Pre-Employment Coordinator		
c) Other Teacher Assistant		
d) Other (Clerical)	$8,270	
2. Fringe Benefits		
a) FICA-SUI 1.6%-	$441	
b) Workers Comp 7.56%	$2,084	
c) Medical Ins.		
d) Other		
e) Other Retirement 14.174%	$3,908	
3. Books and Supplies		
a) Training Materials	$1,000	
b) Tution	$10,000	
4. Indirect Costs		
a)		
b)		
TOTALPROGRAM/TRAINING		$45,000

III. Supportive Services	$0

Carson/Lomita/Torrance Workforce Investment Network
EXHIBIT G PROGRAM BUDGET

1. Salaries	Proposed Costs	Contract Subtotals
a) Wk. Exp. Coordinator		
b) Wk. Exp. Monitor		
c) Basic Skills Teacher		
d) Other Teacher Assistant		
2. Fringe Benefits		
a) FICA-SUI		
b) Workers Comp		
c) Medical Ins.		
d) Other-Retirement		
e) Other		
3. Mileage/Non Personnel Transportation		
Mileage		
b)		
4. Special Projects		
a)		
b)		
TOTAL SUPPORTIVE SERVICES		$0

IV. Work Experience/Participant Training

	Proposed Costs	
1. Participant Wages		
2. Fringe Benefits		
a) FICA-SUI		
b) Workers Comp		
c) Medical Ins.		
d) Other		
e) Other		
Total W.E/PARTICIPANT WAGES	$0	$0

CONTRACT TOTAL	$50,000