

Honorable Mayor and Members
Of the City Council
Torrance, California

Council Meeting of
May 23, 2006

Members of the Council:

SUBJECT: Recommendation to Execute an Amendment to a Youth Service Agreement
with Los Angeles Harbor College

Expenditure: \$47,000 - No funding is being added

RECOMMENDATION:

The Human Resources Director recommends that Council authorize the execution of an Amendment to Agreement (C2005-215) between the City of Torrance and Los Angeles Harbor College.

Funding

All Workforce Investment Act funding for this project comes from the Department of Labor Workforce Investment Act (WIA).

BACKGROUND

On October 25, 2005, Your Honorable Body authorized the execution of a Contract (C2005-215) between the City of Torrance and Los Angeles Harbor College (LAHC) to serve Out-of-School/Older Youth ages 19-21. The nature of this contract was to create a program to assist At-Risk youth by engaging them in academic and vocational training to address their educational and employment needs.

During the course of this program, LAHC noted that Out-of-School youth who do not fit the current age criteria may also benefit from the program's services. So, LAHC approached the staff of the Workforce Development Division (WDD) about lowering the age criteria of this program to 17 to serve additional Out-of-School/At-Risk Youth. WDD staff found this request to acceptable and presented it to the Teen Employment Network (TEN) and its Executive Committee for approval of recommendation.

ANALYSIS

An Amendment has been prepared that will allow for the age criteria of this program to be lowered/expanded. (ATTACHMENT A) Youth ages 17 to 21 will now be eligible to participate in this program at LAHC. No other areas of the contract will be affected and are in full force.

The Amendment has been reviewed and approved by the City Attorney as to form. The Amendment has been finalized and is ready for signature.

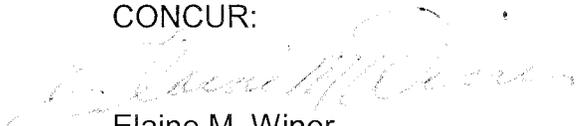
Respectfully Submitted,



ELAINE M. WINER
Human Resources Director

By Patricia D. Unangst
Workforce Development Division Manager

CONCUR:



Elaine M. Winer
Human Resources Director



LeRoy J. Jackson
City Manager

ATTACHMENT:

- A. Amendment to Contract C2005-215
- B. Contract 2005-215 -Youth Service Agreement with Los Angeles Harbor College
- C. Excerpt from the Minutes of the 4/4/2006 - Executive Committee Meeting

AMENDMENT TO AGREEMENT

This Amendment to Agreement C2005-215 is made and entered into as of May 23, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Los Angeles Harbor College ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement on October 25, 2005 (C2005-215) whereby CONTRACTOR agreed to provide occupational skills training and services to Older/Out-of-School Youth.
- B. The CITY and CONTRACTOR wish to amend the agreement in order to expand the level of employment and training services offered to youth through this contract.
- C. The original Agreement is effective through December 31, 2006.

AGREEMENT:

1. Exhibit B - Paragraph I.A. "Terms of Statement of Work" is amended to read in its entirety as follows:

- A. Terms of Statement of Work

The CONTRACTOR will provide work experience and academic enrichment training programs for a minimum of twenty (20) economically disadvantaged, out-of-school, high-risk youth, ages seventeen through twenty-one (17-21), who reside in the Carson/Lomita/Torrance Workforce Investment Network (WIN) area – with priority given to youth ages nineteen (19) and older. The amount of the contract will not exceed \$47,000. The contract period will begin October 25, 2005, and end December 31, 2006.

2. Exhibit B - Paragraph II.D.1 "Targeted Groups" is amended to read in its entirety as follows:

D. Targeted Groups

- (1) The contract will serve a minimum of twenty (20) youth, seventeen to twenty-one (17 to 21) years of age, who are economically disadvantaged and identified by the WIN as being high risk and out-of school. Of this group, at least 66% or 13 of the youth participants must be 19 years of age or older. The other seven youth may be out-of school/younger youth participants (ages 17 to 18).

3. Exhibit E - Paragraph C "Performance Standards and Objectives" is amended to read in its entirety as follows:

C. Performance Standards and Objectives

The CONTRACTOR will be evaluated in terms of accomplishing pre-defined and measurable goals and objectives as set forth below:

1. One Hundred Percent (100%) of planned youths will be enrolled.
2. **For youth ages 19-21 years of age:**
 - a. A minimum of 72% will secure long-term employment after services.
 - b. A minimum of 80% will be retained in employment for a minimum of ten months after leaving the program.
 - c. A minimum of 75% will see a \$3,200 wage increase by the third quarter after Exit. This state performance measure will be explained to the Contractor during program orientation.
 - d. A minimum of 40% will attain a certified training-related Credential.
3. Customer Satisfaction Rate:
 - a. A minimum of 75% of all employers participating in the program will report a positive satisfaction rating.
 - b. A minimum of 80% of all youth participating in the program will report a positive satisfaction rating.
 - c. A minimum of 75% of all parents with youth participating in the program will report a positive satisfaction rating.
4. Follow-Up
 - f. The CONTRACTOR will maintain monthly contact with the participant to ensure their continued success and progress until 12 months following the exit date.
 - g. The CONTRACTOR will conduct a monthly, 12 month follow-up of each youth participant following their exit from the program.

5. **For youth ages 17 to 18 years of age:**

- a. A minimum of 85% will attain a work related and/or educational goal related skill. All skill attainments will be documented in the youth's file (e.g. – awards, certificates, etc.).
- b. A minimum of 70% will be retained in the program in the following activities ten months after exiting the program: post-secondary education, advanced training, employment, military service, and/or qualified apprenticeships.
- c. Of those who enter without a diploma or equivalent, a minimum of 60% will attain a high school diploma/GED at the time of exit. Youth who are attending school at the point of entry, leave services and remain in school are excluded from this measure.

6. Customer Satisfaction Rate:

- d. A minimum of 75% of all employers participating in the program will report a positive satisfaction rating.
- e. A minimum of 80% of all youth participating in the program will report a positive satisfaction rating.
- f. A minimum of 75% of all parents with youth participating in the program will report a positive satisfaction rating.

7. Follow-Up

- h. The CONTRACTOR will maintain monthly contact with the participant to ensure their continued success until the time of their termination.
- i. The CONTRACTOR will conduct a monthly, 12 month follow-up of each youth participant following their exit from the program.

8. Youth Average Wage At Placement – ALL YOUTH

All youth participants will be paid at the current State minimum wage level at the time of placement. A \$0.50 wage increase is required for all youth ages 19-21.

4. All other sections of the contract affected by the above mentioned amendments are also hereby ratified.

5. In all other respects, the Agreement dated October 25, 2005 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,

Los Angeles Harbor College

Dan Walker, Mayor

By: _____
Bobby McNeel, Vice President
Economic Development and
Workforce Education

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Ronald Pohl, Deputy City Attorney

CARSON/LOMITA/TORRANCE WORKFORCE INVESTMENT NETWORK
WORKFORCE INVESTMENT ACT TRAINING AGREEMENT

SIGNATURE PAGE

THIS AGREEMENT is between the CITY OF TORRANCE, a Municipal Corporation, (CITY) on behalf of the Carson/Lomita/Torrance Workforce Investment Network (WIN) and Los Angeles Harbor College (CONTRACTOR).

- 1. **TABLE OF CONTENTS.** This Agreement consists of this signature page, Section 1, and the exhibits listed below.

- Exhibit A - Agreement Terms and Conditions
- Exhibit B - Statement of Work
- Exhibit C - Curriculum/Training Outlines
- Exhibit D - Program Specific Roles and Responsibilities
- Exhibit E - Performance Objectives
- Exhibit F - Schedule of Enrollment/Completion/Placement
- Exhibit G - Budget and Terms of Payment
- Exhibit H - Information and Notices
- Exhibit I - Definition of High Risk Youth

- 2. **AGREEMENT FUNDING.** Subject to the availability of funding, the CITY will compensate the CONTRACTOR an amount not to exceed \$47,000 the period beginning **October 25, 2005 through December 31, 2006.** To be payable, costs must be accrued during this period unless advance written approval is granted by the CITY.

This is a (check one or more):

- 1. Cost Reimbursement Agreement
- 2. Tuition Based Fixed Fee Agreement
- 3. Commercially Available Fixed Fee Agreement

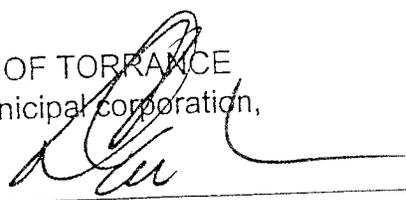
- 3. **LEGAL AUTHORITY.** The CONTRACTOR assures and certifies that it possesses the legal authority to execute this Agreement.

C2005-215

COPY

The undersigned parties mutually agree to fulfill all terms and conditions of this Agreement.

CITY OF TORRANCE
A municipal corporation,

By  _____

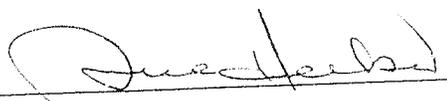
Dan Walker
MAYOR OF THE CITY OF TORRANCE

Los Angeles Harbor College

By  _____

Bobby McNeel, Vice President
Economic Development and Workforce Education

ATTEST:

 _____

Sue Herbers
CITY CLERK

APPROVED AS TO FORM:

John Fellows III
CITY ATTORNEY

By:  _____

DEPUTY CITY ATTORNEY

**EXHIBIT A
AGREEMENT AND TERMS OF CONDITIONS**

1. **DELIVERY TERMS.** All Agreement activities will be performed in compliance with the Workforce Investment Act (WIA), its amendments and regulations, and State and CITY WIN policies and procedures hereby incorporated by this reference.
2. **AVAILABILITY OF FUNDS.** If the CITY's WIA grant is suspended, modified, or terminated, in whole or in part, the funding for this Agreement is subject to termination or unilateral modifications.
3. **ACCOUNTING AND PAYMENT CONDITIONS.** Payment will be made in accordance with Exhibit G according to the method(s) described in the CITY'S policies and procedures. Payments may be withheld to cover claims, which the CITY may have against the CONTRACTOR.
4. **FISCAL ACCOUNTABILITY.** The CONTRACTOR will comply with all applicable Federal OMB Circulars and State fiscal policies and procedures.
5. **ACCOUNTING.** The CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. Regardless of payment terms, CONTRACTOR will maintain fiscal records which can be used to classify all Agreement expenditures by WIA Title and cost category and in accordance with generally accepted accounting and bookkeeping principles and standards.
6. **COMMINGLING OF FUNDS.** Funds paid pursuant to this Agreement will be used exclusively for services funded under this Agreement and will not be commingled with any other funds or accounts of the CONTRACTOR.
7. **PROHIBITED USE OF WIA FUNDS.** The CONTRACTOR agrees that WIA funds cannot be used in litigation against the CITY, the Carson/Lomita/Torrance Consortium nor for any action or activity inconsistent with WIA or its implementing regulations.
8. **PROVISIONS FOR EARLY TERMINATION AND FOR SUSPENSION.** Upon written notice of suspension from the CITY, CONTRACTOR will immediately suspend Agreement activities for a period not to exceed seventy-four (74) days. The CITY will have the sole discretion of determining when a suspension is appropriate. This suspension provision will not limit in any way the CITY's right to terminate this agreement as provided in this agreement or under any other provision of the law.

The CITY may terminate this Agreement in whole or in part with ten (10) days written notice to the CONTRACTOR upon the CONTRACTOR's failure to comply with one or more of any of the provisions of this Agreement. If part of the Agreement is terminated, this in no way will void or invalidate the rest of the Agreement. If the Agreement is terminated in whole or in part, the CITY will pay to the CONTRACTOR an amount sufficient to reimburse the CONTRACTOR

for activities completed consistent with Agreement requirements up to the date of termination, less payments previously made to CONTRACTOR for such activities.

If the Agreement is terminated, the CONTRACTOR agrees to provide written notice of Agreement termination, within five (5) days of receipt of the notice of termination, to all subcontractors.

Either party may, without cause, terminate this Agreement or any part of it by giving thirty (30) days written notice to the other party.

9. **AGREEMENT MODIFICATIONS AND AMENDMENTS.** This Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Agreement must be approved by both parties in writing.

The funding for this Agreement will be in an amount not to exceed the amount listed in Section 2 of the Signature Page.

10. **DEFECTIVE COST OR PRICING DATA.** If any cost or price under this Agreement is significantly increased or decreased as a result of defective data submitted by CONTRACTOR, the CITY may, at its sole discretion, re-negotiate the Agreement or disallow and collect funds obtained by the CONTRACTOR due to defective pricing data.

11. **INDEMNIFICATION.** CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. **ALLEGATIONS OF FRAUD AND/OR ABUSE.** In the event of allegations of fraud or abuse, the CITY may, at its sole discretion, withhold ten percent (10%) of the Agreement amount or

the amount of the final request for payment, whichever is the greater, until a determination is issued in writing by the CITY that withheld funds should be released to the CONTRACTOR. Such written determination will not supersede or replace the final audit report.

13. **DISALLOWED COSTS.** CONTRACTOR will pay the full amount of the CONTRACTOR's liability to the CITY or the State for any audit exceptions caused by the CONTRACTOR or its subcontractors, upon written demand by the CITY at any time after completion of the grievance procedures at the WIN level. The CITY may, without limiting any other remedies, withhold payments to the CONTRACTOR if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any WIA Agreement that the CONTRACTOR has with the CITY.
14. **INSURANCE**
- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to 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, \$1,000,000 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. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, 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 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 CITY.

15. **SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds 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 CITY ("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 CITY, 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 CITY within 10 days of receipt of notice from the Risk Manager.

16. **AUDIT RIGHTS AND REQUIREMENTS.** CONTRACTOR is responsible for obtaining and financing an independent single audit in compliance with WIA regulations and applicable OMB Circulars.

17. **ACCESS TO RECORDS.** The CONTRACTOR agrees to allow authorized representatives of the CITY, State, and Federal agencies full access to the CONTRACTOR's facilities and all WIA related documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of Agreement activities, including the interviewing of the CONTRACTOR's staff and program participants during normal business hours.

The CONTRACTOR further agrees to take all actions necessary to enable any of the representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations.

18. **RECORD RETENTION.** The CONTRACTOR will make all WIA-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by the Agreement, available for inspection and audit by the CITY or any Federal or State agency, for five years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR will retain all such records, reports, participant files, and other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved.

The CONTRACTOR will inform the CITY in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The CONTRACTOR will inform

the CITY in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved.

Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County of Los Angeles will require prior written approval by the CITY. If the CONTRACTOR ceases operations prior to five years from the ending date of this Agreement or before all litigation, audits and claims have been resolved, the CONTRACTOR will provide the name, address, and telephone number of the CONTRACTOR's representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either (1) notify the CITY where the records, reports, participant files, and other documentation will be stored and how they will be made available upon request in a timely fashion, or (2) deliver all the documentation to a location designated by the CITY.

The CONTRACTOR agrees to maintain an official Agreement file which contains at least the signed Agreement and any modification to the Agreement.

19. **ASSIGNMENTS AND SUBCONTRACTS.** The CONTRACTOR agrees not to assign or subcontract any part or all of its interest in this Agreement without prior written approval from the CITY.

All applicable provisions and requirements of this Agreement will apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR will be held responsible by the CITY for the performance of any subcontractor(s). Subcontracts must be in writing and a copy of each subcontract must be provided to the CITY. This paragraph will not require pre-approval of individual OJT or CLASSROOM TRAINING agreements.

20. **NON-DISCRIMINATION.** The CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act, as amended, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

21. **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.

22. **AMERICANS WITH DISABILITIES ACT.** The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C 12101 et seq.) which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.
23. **CHILD SUPPORT COMPLIANCE ACT.** In accordance with the Child Support Compliance Act, the 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) of Part 5 of Division 9 of the Family Code: and
 - That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
24. **GRIEVANCES AND DISPUTES.** The CONTRACTOR agrees to submit a grievance procedure to the CITY within thirty (30) days of Agreement execution. The CONTRACTOR will process all complaints/grievances in accordance with its adopted grievance procedure. Subject to the provisions of the previous paragraph, the CONTRACTOR agrees to participate in and be bound by the grievance procedures at the WIN level with respect to questioned/disallowed costs and all complaints/grievances.
25. **PARTICIPANT RIGHTS.** The CONTRACTOR agrees to provide each program participant under this Agreement with job training and other benefits similar to those of other participants in similar circumstances with the CONTRACTOR. The CONTRACTOR will provide an orientation to the WIA program designed for each participant to understand who will be providing services, what support services are available, and what the participant must do to be successful in the program.
26. **SAFETY.** The CONTRACTOR agrees to provide a safe working and/or training environment for program participants and its employees and to comply fully with the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act.
27. **PROBATION.** The CITY may place the CONTRACTOR on probationary status when the CONTRACTOR either (a) fails to achieve any of the Agreement goals or objectives, (b) is out of compliance with WIA Sanction Policy Guidelines, or (c) is in violation of the terms and conditions of this agreement. If the CONTRACTOR is placed on probationary status, the

CONTRACTOR will submit a corrective action plan within ten (10) days of the notice of probationary status. The CITY reserves the right to terminate Agreement(s) of any CONTRACTOR on probationary status if the CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

28. **CHANGES.** The CONTRACTOR will abide by all terms and conditions imposed and required by the Subgrant Agreement between the CITY and the STATE. If statutory or other changes are made to the Subgrant for any reason during the period of this Agreement, the CONTRACTOR agrees to abide by all such changes.
29. **RELIGIOUS, POLITICAL, AND LOBBYING ACTIVITIES.** The CONTRACTOR agrees not to engage in or permit any religious or political activities in connection with 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.
30. **UNEMPLOYMENT BENEFITS.** The CONTRACTOR will not place participants with employers identified as not providing Unemployment Insurance Benefits.
31. **CONTRACTOR REPORTING.** The CONTRACTOR agrees to submit the reports for each program in this Agreement to the CITY as required by the CITY's policies and procedures.
32. **INDEPENDENT CONTRACTOR STATUS.** All parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associated of one another. The employees or agents of one party will not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.
33. **CONFLICT OF INTEREST.** The CONTRACTOR, including its agents and employees, will comply with all applicable Federal, State, and local laws, regulations, ordinances, and policies and procedures governing conflicts of interest.
34. **CITIZENSHIP AND ALIEN STATUS.** The CONTRACTOR will comply with the Immigration Reform and Control Act of 1986.
35. **MILITARY SELECTIVE SERVICE COMPLIANCE.** The CONTRACTOR will ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act and other eligibility requirements applicable to the program under which the participant is enrolled.
36. **CONFIDENTIALITY OF RECORDS.** The CONTRACTOR agrees to maintain the confidentiality of any information regarding program applicants pursuant to the CITY's policies and procedures.
37. **TRAINING STAFF QUALIFICATIONS AND REQUIREMENTS.** The CONTRACTOR agrees to exercise due diligence to maintain a consistent level of staffing for the programs in this Agreement in accordance with the levels of staffing set out in the Statement of Work. If

maintaining the level of staffing is not possible in any or all training components, the CONTRACTOR agrees to submit a corrective action plan within seventy four (74) days of any staffing shortfall to reprogram funds of vacant staff positions for the benefit of program participants consistent with Federal and State WIA regulations.

38. **NEPOTISM.** The CONTRACTOR will 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 purposes of this section, the term "immediate family" means spouse, 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, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring, or supervisory responsibilities.
39. **PUBLIC STATEMENTS.** All press releases or statements to the public related to the program must be approved in advance and must state that the program is funded by the Carson/Lomita/Torrance Workforce Investment Network from funds made available under the WIA grant received by the CITY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.
40. **DRUG-FREE WORKPLACE.** The CONTRACTOR agrees to take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by the CONTRACTOR's employees and program participants.
41. **PATENT, COPYRIGHTS AND RIGHTS IN DATA.** The CONTRACTOR will disclose to the CITY any invention, written product, computer program developed or data assembled as a result of performance of work under this Agreement within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor, will have the right to patent any invention and copyright any written product or computer program or data generated by CONTRACTOR. Upon written request, CONTRACTOR will transfer all pertinent information, specifications and right, title and interest to the designated agency.

EXHIBIT B STATEMENT OF WORK

I. TERMS

A. Terms of Statement of Work

The CONTRACTOR will provide work experience and academic enrichment training programs for a minimum of twenty (20) economically disadvantaged, out-of-school, high-risk youth, ages nineteen through twenty-one (19-21), who reside in the Carson/Lomita/Torrance Workforce Investment Network (WIN) area. The amount of the contract will not exceed \$47,000. The contract period will begin October 25, 2005, and end December 31, 2006.

II. PURPOSE

A. Purpose of this Agreement

To provide Older/Out-of-School youth with the necessary training and skills in order for them to successfully attain: entry level-employment; employment related skills; employment retention; wage increases; work-experience/internship opportunities, academic enrichment/basic skills remediation; a higher level of education; and a diploma, degree, or credential.

B. Program Objectives

The objective of the program is to provide or make available to all youth participants (as appropriate):

1. Tutoring, study skills training, and instruction leading to completion of secondary school, including drop out prevention;
2. Alternative secondary school services, as appropriate;
3. Summer employment opportunities that are directly linked to academic and occupational learning;
4. Paid and unpaid work experiences, including internships and job shadowing;
5. Occupational skills training;
6. Leadership development opportunities, which may include community services and peer centered activities encouraging responsibility and other positive social behaviors during non-school hours;
7. Support services;

8. Adult mentoring for the period of participation and a subsequent period, for total of not less than 12 months;
9. Follow-up services for not less than 12 months after the completion of participation; and
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

C. Program Components (STAIRS)

Youth identified as possibly benefiting from participation in the program will be enrolled in order to access or attain:

1. Pre-Employment/Work Maturity Training in preparation for work experience and to increase the citizenship skills of youths;
2. Academic Enrichment or Basic Remedial Education Training, as appropriate, to maintain or increase mathematics and reading comprehension;
3. Career Choices and Life Skills Training that will enable the youth to be successful both professionally and personally;
4. Assistance to complete or enroll into a supplementary, post-secondary, vocational or alternative school program (if the youth is a school drop out); and
5. Job development and placement services.
6. Work Experience which will allow a youth to participate in a paid internship.
7. Upon successfully completing the STAIRS Program, a personal computer that the youth has assembled, programmed, and learned to proficiently operate.

D. Targeted Groups

1. The contract will serve a minimum of twenty (20) youth, nineteen to twenty-one (19 to 21) years of age, who are economically disadvantaged and identified by the WIN as being high risk and out-of school.
2. The contract will serve one hundred percent (100%) high-risk youths as defined in Exhibit I - Definition of High Risk Youth, specifically those who are out-of-school.

3. The youths must have one or more of the following barriers to success: Basic skills deficient, educational underachiever (reading or mathematics), pregnant or parenting, limited English proficiency, disabled including learning-disabled, homeless, run-aways, offenders or drop outs/out-of-school. See Exhibit I - Definition of High Risk Youth for additional barriers.

E. Duration of Training

All youth participating in the program will be enrolled full time or into twelve (12) units of college level courses, and participate for a minimum of one semester. The Summer Semester is applicable.

Work Experience Training will not exceed eight (8) hours per day or ten (10) hours per week, for a minimum of one hundred (100) hours and a maximum of two hundred (200) hours for the duration of the program. The program hours may exceed the 200 hour maximum with prior CITY written approval. The CONTRACTOR will provide Work Experience Training for five (5) youth participating in the STAIRS Program.

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 Los Angeles Harbor College Instructor/Special Assignment Director or Staff of the Job Placement and Training Services Center.
2. The CONTRACTOR will provide the staff, equipment, materials, supplies and facilities to assure youth performance to the minimum skill levels necessary to complete the training program.

B. Location and Facilities

1. The CONTRACTOR's training facilities are at the following locations:
 - Los Angeles Harbor College – 1111 Figueroa Place, Wilmington, CA 90744-2397

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

2. The Work Experience will be performed at public sector worksites, private sector businesses, public and approved non-profit agencies that have been pre-approved by the City. The City will provide written approval for worksites prior to enrolling participants into work experience. The CONTRACTOR will initiate the

development of worksites and the City will monitor the worksites for program compliance.

C. Hours of Operation

The hours of program operation will be from 8:00 a.m. to 5:00 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 eligible candidates for training.
 - a. The CONTRACTOR will recruit youths from the CITY's service area. 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 populations, and initiating personal contacts with individuals who may be eligible for the program.
 - b. Youths will be recruited from the local area, junior colleges, foster homes, emancipated living programs, truancy lists (drop outs), independent study programs, homeless shelters, etc. The CONTRACTOR will make every effort to target older youth (ages 19 to 21) who have dropped out of school or have graduated from high school and are not presently employed or attending post secondary education.
 - c. Youths may be recruited from the local U.S. Department of Housing and Urban Development, the Department of Social Services, Children

Services Division, the County of Los Angeles Department of Community and Senior Services, and any other agencies that Los Angeles Harbor College may be in contact with that serve the targeted youth population.

2. Eligibility of youths will be verified by CONTRACTOR staff and authorized by the CITY prior to any youth 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. A priority rating system to determine eligibility must be established by the CONTRACTOR and approved by the CITY or its designee.
5. The CONTRACTOR will provide documentation of eligibility for each youth and will follow the CITY's procedure for determining eligibility. The CITY will review all youth files to confirm eligibility.
6. The CONTRACTOR will determine if the youth can successfully complete the training program within the established time frames of this Agreement.
7. In the event that either party rejects a youth, the other party will provide written justification for the rejection and provide the youth with an appropriate referral to another agency.

B. Enrollment Services

1. The CONTRACTOR will require that youths be ages 19-21, meet the target group requirements, and above all, the youth must be committed to completing the program.
2. The CONTRACTOR will administer the following tests to all youths: Pre- and Post tests that assesses a youth's basic skill levels in reading and math(TABE); Career Interest Surveys (Eureka); and any other tests that may assist in accurately assessing the youth. Test results will then be utilized in the development of an Individual Employment Plan for the client.
3. Prior to the training, the CONTRACTOR will discuss the nature and scope of the training program with prospective youths and review training policies and expectations. Youth orientation will include, but not be limited to, the following information and activities:
 - Overview of WIA, Funding Source, and the Carson/Lomita/Torrance Consortium (CLTC)
 - Purpose of the training

- Individual Service Strategy Plan
- Overview of Pre-Employment/Work Maturity Training & Requirements
- Work Experience Expectations, Rules and Requirements
- Availability of counseling and supportive services
- Name and position of all responsible program staff
- Payment schedule: Wages will be paid to youth throughout the program, including the period of Pre-Employment Training and during Special Projects.

Youths will be given a handbook or handouts containing information about:

- Program goals
 - Program definitions
 - Length of Program
 - Hours of program operation
 - Report-to-work form
 - Work restrictions/site restrictions
 - Safety rules and regulations
 - Accident reporting procedures
 - Workers Compensation
 - Grievance Procedures
 - Payroll procedures
 - Attendance policy
 - Time Sheets
 - Reasons for termination
4. The CONTRACTOR will complete an Objective Assessment of the skill levels and service needs of each youth.
 5. The CONTRACTOR will complete an Individual Employment Plan (IEP) prior to work experience training. The IEP will include an employment goal, appropriate achievement objectives, and the appropriate combination of services for the youths, based on the Objective Assessment. The CONTRACTOR will provide the IEP.
 6. Those youths who are identified as disabled at registration and are following an Individualized Education Plan (IEP) must have a documented Individual Growth Goal on the IEP that can be evaluated at the end of the training. This goal must be evaluated to determine if the youths have maintained or exceeded the growth goal by 80%. The evaluation of the goal will take the place of the pre- and post-tests.
 7. A certified eligible youth is considered enrolled after the:
 - Completion of Registration Form
 - Completion of Enrollment Form
 - Completion of Objective Assessment
 - Completion of IEP stating the employment goal.
 8. The CONTRACTOR will obtain final enrollment approval for all youths participating in the program by March 1, 2006.

10. Subjective data will be obtained on each youth and documented in each youth's file. Subjective data will be gathered from, but not limited to, situations and life circumstances, or barriers to participation in training and work.

C. Supportive Services

1. Necessary Supportive Services will be identified at the time of assessment as well as while the youths progresses through the program.
2. CONTRACTOR will provide on-going skills-related and job-related counseling for all youths.
3. Information and referral services that direct the youths to a wide range of community resources such as childcare, special services and materials for the disabled 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 counseling information and referral services will be documented in the file.

D. Training Services

1. Number of Youths Served
 - a. The CONTRACTOR will provide training services to a minimum of twenty (20) youths between the ages of nineteen and twenty-one (19-21), of which one hundred percent (100%) are high risk, who have one or more barriers to success, or are economically disadvantaged, and certified by the CONTRACTOR as eligible for services under WIA, and verified as such by the CITY.
2. Services to be provided or made available to all youth (as appropriate):
 - a. Tutoring, study skills training, and instruction leading to completion of secondary school, including drop out prevention.
 - b. Alternative secondary school services, as appropriate.
 - c. Summer employment opportunities that are directly linked to academic and occupational learning.
 - d. When appropriate, paid and unpaid work experiences, including internships and job shadowing.

- e. When appropriate, occupational skills training.
- f. Leadership development opportunities, which may include community services and peer centered activities encouraging responsibility and other positive social behaviors during non-school hours... as appropriate.
- g. Support services.
- h. Adult mentoring for the period of participation and a subsequent period, for total of not less than 12 months.
- i. Follow-up services for not less than 12 months after the completion of participation... as appropriate.
- j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral... as appropriate.
- k. Academic Enrichment/Basic Remedial Education.

3. Youth/Instructor Conditions

- a. The average youth/teacher ratio will not exceed an average of 20 to 1 unless approved by the CITY.
- b. A substitute instructor will be provided when the regular instructor is not available.

4. Training Approach

- a. The CONTRACTOR will provide Work Maturity Training on the worksite to all youths participating in the Work Experience Component.
- b. The CONTRACTOR will provide Academic Enrichment or Basic Remedial Education Training to youth, as appropriate based upon their assessment and IEP. All youth who test at or below the 8.9 grade level must participate in Academic Enrichment or Basic Remedial Education training.
- c. The CONTRACTOR will provide Pre-Employment Work Maturity Skills Training that will enable the youth to be successful both personally and professionally.
- d. The CONTRACTOR will provide work experience training at a worksite for the five (5) youth participating in the Work Experience Component.

5. **Length of Training**

- a. The CONTRACTOR will provide a minimum of twelve (12) units and one semester of college level coursework to each participant.
- b. For the five (5) youth participating in the Work Experience Component, a minimum of one hundred (100) hours and maximum of two hundred (200) hours of paid internship training will be provided at a worksite.
- c. The CONTRACTOR will provide or make available Academic Enrichment/Basic Remedial Education to all youth who test below the 8.9 grade level (as appropriate) based upon their assessment and IEP.

6. **Program Size/Minimum Slots**

- a. The CONTRACTOR will make available a minimum of 20 youth slots.

7. **Attendance Requirements**

- a. Youths will follow all Los Angeles Harbor College attendance policies.

8. **Vocational Certificates, Credentials and Licenses**

- a. All youth enrolled in this program will be eligible for a vocational skill certificate or credential upon successful completion of the program.

9. **Competencies/Enhancements**

- a. The CONTRACTOR will submit a completed Training Plan for the Pre-Employment, Work Maturity, Academic Enrichment/Basic Remediation, and any other competencies/enhancements to be attained by program youth.
- b. The CONTRACTOR will report the pre- and post-test outcomes to the CITY within five (5) days of enrollment and termination.
- c. The levels of deficiency and proficiency must be identified and reported to the CITY in order to provide a level of increased learning. The learning levels must be identified prior to administering the pre-tests and must be reported to the CITY.
- d. Pre- and Post-test evaluations will be given by the CONTRACTOR as follows:

- Pre-Employment/Work Maturity
 - i. Pre-test will be given at the beginning of the Pre-Employment/Work Maturity Classroom Training by the CONTRACTOR.
 - ii. Post-tests will be given at the end of the Pre-Employment/Work Maturity Classroom Training by the CONTRACTOR.
 - iii. Every two weeks the worksite supervisor will evaluate the youths by completing the Work Maturity Questions at the bottom of the Time Sheet.
 - iv. The CONTRACTOR will profile final score for Pre-Employment/Work Maturity questions by 03/01/06.

- Academic Enrichment/Basic Remedial Education
 - i. Pre-tests will consist of the TABE Basic Skills Exam which provides a raw score for each youth in reading and math. A deficiency level is a raw score of 8.9 or below. Youths who score below 8.9 will be enrolled into an academic enrichment component and pre-tested for the specific type of enrichment to be provided.
 - ii. Pre-tests must be developed for special projects, and Academic Enrichment classes that reflect the type of enrichment which will take place. These tests must indicate a level of deficiency and proficiency and be approved by the CITY. Those youths who are identified as disabled and are working with an IEP will not be required to take the pre-test but an individual growth component must be identified and evaluated at the end of the training.
 - iii. Post-tests will be given no later than 12/15/06 and will be the same as the pre-test exam. All post-tests must indicate the proficiency level. Those youths who are identified as disabled must be evaluated on the individual growth area identified in the IEP and be given a proficient or deficient evaluation.

- iv. Those youths who were proficient on the TABE pre-test must be taken out of the total number of youths that took the test and not counted in the TABE post-test.
- v. Those youths who enroll into an Academic Enrichment Component must be post-tested and counted in the area of achievement when reporting the final outcome to the CITY.
- vi. Those youths who, for any reason do not take the post-test will not be counted in the total number of post tests given. CONTRACTOR must submit a report by 12/15/06 explaining why the youths did not take the post-test.

10. Work Experience

- a. The CONTRACTOR will provide work experience for five (5) youths. Work experience will be designed to promote the development of good work habits and basic work skills.
- b. The CONTRACTOR will maintain a Work Experience Worksite Agreement for each work experience youth, signed by the youth's worksite supervisor.
- c. The CONTRACTOR will provide orientation and training for worksite supervisors in accordance with the training provided by the CITY and must include all guidelines for the youth orientation as listed in this Exhibit (Section IV - B.3) and include the following:
 - Employers Roles and Responsibilities
 - The function of the youth
 - Definition of Work Maturity and Work Experience
 - Explanation of Mentoring
 - Time Sheets
 - Work Maturity Evaluation
- d. The CONTRACTOR will place youths in work experience at worksites previously approved by the CITY.
- e. The CONTRACTOR's tracking system will contain the following information:
 - Name of youth
 - Title/Position
 - Name and address of worksite

- Total number of work experience hours worked
 - Name and address of placement worksite
 - Total hours for Academic Enrichment/Basic Remedial Education
- f. The CONTRACTOR will assure that the youths work experience program hours do not exceed eight (8) hours per day or ten (10) hours per week, or two hundred (200) hours in total. The program hours may exceed the 200-hour maximum ONLY with prior approval of the CITY.

11. Job Placement and Referral Services

- a. The CONTRACTOR will place and refer youths to the Employment Development Department (EDD) who will assist in providing job development services for those youths who will not be returning to school.
- b. The youth will be encouraged and counseled about returning to school and the options available to further their education.
- c. The CONTRACTOR will encourage the development of a portfolio for each youth and at a minimum it should include a resume and one or more of the following: Samples of Work, Letter of Recommendation, Certificates and Awards, Education and/or Career Goals.
- d. The CONTRACTOR will develop a system for maintaining complete and accurate job orders, and for matching job ready youths with jobs in accordance with the IEP.
- e. Appropriate job development activities will not include referrals to employment agencies which charge fees to applicants.
- f. Job placements and referrals for youth not returning to school will occur no later than 12/15/06.
- g. The CONTRACTOR will maintain monthly contact with the participant to ensure their continued success and progress until 12 months following the exit date.
- h. The CONTRACTOR will conduct a monthly, 12 month follow-up of each youth participant following their exit from the program.
- i. The CONTRACTOR will maintain coordination with the Employment Development Department (EDD), the Carson Job Clearing House as well as the community and private sector linkages that provide resources and jobs for youths.

EXHIBIT C CURRICULUM/TRAINING OUTLINES

CONTRACTOR will submit copies of its training agreements, outlines, and curricula and materials to be used in its training programs and orientations. Curricula and materials submitted to the city are incorporated into this Agreement by reference, if not physically attached, and will be used as part of the assessment, evaluation, inspection, monitoring, and auditing of this Agreement and the CONTRACTOR's attainment of Agreement goals.

I. TRAINING

A. Pre-Employment/Work Maturity Training and Life Skills Training Minimum of ten (10) hours.

In a classroom setting, the CONTRACTOR will provide Pre-Employment Training which includes, but is not limited to the following:

- Making Career Decisions
- Preparing Resumes
- Using Labor Market Information
- Understanding Budget and Money Management
- Filling Out Applications
- Interviewing

In a classroom setting, the CONTRACTOR will provide Work Maturity Training which includes, but is not limited to the following:

- Being Consistently Punctual
- Maintaining Regular Attendance
- Demonstrating Positive Attitudes/Behaviors
- Presenting Appropriate Appearance
- Exhibiting Good Interpersonal Relations
- Completing Tasks Effectively

The CONTRACTOR will provide a minimum of one hundred twenty (120) hours of Work Maturity Training on the worksite which consists of, but is not limited to, the following and is evaluated by the worksite supervisor every two weeks on the time sheets:

- Being Consistently Punctual
- Maintaining Regular Attendance
- Demonstrating Positive Attitudes/Behaviors
- Presenting Appropriate Appearance
- Exhibiting Good Interpersonal Relations
- Completing Tasks Effectively

B. Work-Related Academic Enrichment/Basic Remedial Education Skills Training - Minimum of fifty (50) hours, as appropriate to youth based upon their assessment and IEP.

1. Academic Enrichment is a strategy for maintaining and increasing existing skill levels, adding new skills and exposing youths to new experiences and new ideas. The CONTRACTOR will utilize functional context instruction when providing this component.

Functional Context Instruction is the use of actual work-related or life-related materials and simulations to reach the applications of basic oral, reading, writing, computation, and reading skills. This instruction enables the youths to use printed and written information to perform specific job and life tasks competently.

2. The CONTRACTOR will provide Work-Related Academic Enrichment/Basic Remedial Education Skills Training in a classroom setting, on a worksite, or on a special project which includes, but is not limited to the following SCANS (Secretary's Commission on Achieving Necessary Skills) Foundation Skills and Competencies:

SCANS/Foundation Skills

Basic Skills: Reading, Writing, Arithmetic, Listening, and Speaking.

Thinking Skills: Creative Thinking, Decision Making, Problem Solving, Seeing things in the Mind's Eye, Knowing how to Learn, Reasoning

Personal Qualities: Responsibility, Self Esteem, Social, Self Management, Integrity/Honesty.

SCANS/Competencies

Resources: The ability to identify, organize, plan allocate resources.

Interpersonal: Working in teams, teaching others, serving customers, leading, negotiating, working well with people from culturally diverse backgrounds.

Information: Accessing and evaluating data, organizing and maintaining files, interpreting and communicating ideas, and computer literacy.

Systems: Understanding social, organization, and technological systems.

Technology: Selecting equipment and tools, applying appropriate technology to a given task.

C. STAIRS Program

As noted in the CONTRACTOR's outlined curriculum, a participant who successfully completes the training program and one semester of full time, college level work, is eligible to receive a personal computer that the student designed, built and programmed as part of their training curriculum.

D. Work Experience Training – Maximum of two hundred (200) hours for five (5) youth.

The CONTRACTOR will develop worksites in labor market demand occupations as determined by the CLTC. Work experience must correspond with each youth's IEP employment goal and be provided at pre-approved worksites. Work experience will consist of a maximum of eight (8) hours per day or ten (10) hours per week, for a minimum of one hundred (100) hours and will not exceed two hundred (200) hours per participant. Job Specific Skills will be identified for each work experience position and listed on the back of each worksite agreement.

EXHIBIT D PROGRAM SPECIFIC ROLES AND RESPONSIBILITIES

I. CONTRACTOR Responsibilities

A. The CONTRACTOR will:

- Provide Instructional Staff
- Provide Instructional Equipment and Materials
- Provide Classrooms
- Provide schedule and classroom for CITY to conduct the Pre-Employment and Work
- Maturity Classroom Training
- Provide Academic and Employment Related Counseling
- Administer Academic and Employment related Pre and Post Tests
- Maintain a source document tracking system

B. The CONTRACTOR will maintain all youth files. The files will include, but not be limited to:

- MIS Source Documents
- Eligibility Forms
- Assessment Results (Objective Assessment)
- All Tests and Scores
- Individual Service Strategy
- Time Sheets with Work Maturity Evaluations
- Narratives
- Youth ratings
- Worksite Agreement

C. All assessment activities will be documented in each youth's file.

D. All counseling sessions will be documented in the youth's file.

E. The CONTRACTOR will notify the CITY immediately of any problems, either behavioral or academic to ensure prompt attention.

F. Each youth's performance will be evaluated every two weeks by the worksite supervisor.

G. The CONTRACTOR will maintain time and attendance records for all youths enrolled in training. Those records will be submitted to the CITY when invoicing, in a format approved by the CITY.

- H. The CONTRACTOR will submit all reports and information as requested by the CITY including, but not limited to the following:
- CONTRACTOR's policies and procedures
 - Responses to monitoring reports and/or recommendations
 - Other information as required in this Agreement
- I. The CONTRACTOR will monitor each worksite at least once during the duration of the program and will provide the CITY with a monitoring schedule prior to the beginning of the program.
- J. It is recommended that the CONTRACTOR encourage and help in the development of Portfolio for each youth in the program, if it will help the youth with their career goal, which should include but is not limited to the following: Attendance Records, Certificates and Awards, School Activities, Work Site Supervisor's Evaluations, Education/Career Goals, Autobiography, Letter of Recommendations, and Samples of Work Assignments.
- K. The CONTRACTOR will submit Management Information System (MIS) source documents to the City on a regular basis, and will maintain and update all MIS Active Caseload Reports (ATF) as needed.
- II. CITY's Roles and Responsibilities
- A. Referral of Applicants
- The CITY will: Verify eligibility for all potential youths.
- B. Screening and Selection of Participants
- The CITY will: Provide final approval for enrollment from those youths approved for selection by CONTRACTOR.
- C. Objective Assessment
- The CITY will: Take a random sample of the youth's Objective Assessments and review them for accuracy and completion.
- D. Enrollment Procedures
- The CITY will: Process all Management Information System (MIS) source documents and ATF reports received from the CONTRACTOR.

E. Counseling and Support Services

The CITY will:

1. Train CONTRACTOR's staff in any systems or procedures relative to the reporting and record keeping requirements specified in this Agreement. Periodically review and assess the ongoing youth performance in relationship to the goals established in the IEP Plan.
2. Provide the CONTRACTOR with the following documents: All source documents, Youth Evaluation Forms, and Payroll Status Summary Forms.
3. Provide technical assistance to the CONTRACTOR to aid in the resolution of any problems that may develop during program operations.

F. Monitoring

The CITY will monitor the CONTRACTOR at least twice during the course of the program in the following areas: Pre-Operational, Operational components and Fiscal Components. The operational monitoring of the program and all participant files will be conducted to ensure program compliance and to provided technical assistance if necessary. A fiscal monitoring will be conducted at least once during the program year.

EXHIBIT E PERFORMANCE OBJECTIVES

A. Termination Procedures

1. The CONTRACTOR will discuss with the CITY any youth whose termination is imminent to determine the propriety of such action and if the action may be the result of possible program or administrative weaknesses.
2. The CONTRACTOR will document the following information in each youth's file: Employment status, hire date, name, address, telephone number of employer, reason for termination other than a placement, job title, and last date of enrollment.
3. The CONTRACTOR will obtain and report the current telephone number and address for each youth immediately prior to their termination and maintain this information in the youth's file.
4. Upon final completion of activities the CITY reserves the right to require the CONTRACTOR to return all youth records to the CITY.

B. Reporting

1. All counseling sessions and supportive services will be documented in the youth's file.
2. The CONTRACTOR will document the youths' on-going performance in the files.
3. The CONTRACTOR will prepare and submit the appropriate checklists reporting enrollments, terminations, placement data and follow-up activities. CONTRACTOR will maintain a source document tracking system at all times. All submittal of source documents (Registration, Enrollment, Completion, Placement and Follow up) will be accompanied by a batch report.

SUBMITTAL DATES:	AS EARLY AS	NO LATER THAN:
Training Plans	10/25/05	03/01/06
Registration Forms	10/25/05	03/01/06
Enrollment Form	10/25/05	03/01/06
Status Change Form	06/01/06	12/15/06
Placement Form	06/01/06	12/15/06
Pre-Test Scores	10/25/05	03/01/06
*Post-Test Scores	06/01/06	12/15/06

*Post-tests will be administered no later than December 15, 2006.

4. In addition, the CONTRACTOR will submit reports and information as requested by the CITY including but not limited to, the following:
 - a. CONTRACTOR's policies and procedures
 - b. Responses to monitoring reports and/or recommendations
 - c. Other information as required in this Agreement
5. The CONTRACTOR will notify the City and submit a placement form within five (5) days of the placement of a youth.
6. Documentation on job placement activities will be maintained in the youth's files.
7. Each youth will evaluate the training programs and the instruction and/or assistance received prior to the termination of the training program. A copy of the evaluation will be kept in the youth's file.

C. Performance Standards and Objectives

The CONTRACTOR will be evaluated in terms of accomplishing pre-defined and measurable goals and objectives as set forth below:

1. One Hundred Percent (100%) of planned youths will be enrolled.
2. For youth ages 19-21 years of age:
 - a. A minimum of 72% will secure long-term employment after services.
 - b. A minimum of 80% will be retained in employment for a minimum of ten months after leaving the program.
 - c. A minimum of 75% will see a \$3,200 wage increase by the third quarter after Exit. This state performance measure will be explained to the Contractor during program orientation.
 - d. A minimum of 40% will attain a certified training-related Credential.
3. Customer Satisfaction Rate:
 - a. A minimum of 75% of all employers participating in the program will report a positive satisfaction rating.
 - b. A minimum of 80% of all youth participating in the program will report a positive satisfaction rating.
 - c. A minimum of 75% of all parents with youth participating in the program will report a positive satisfaction rating.
4. Follow-Up

- j. The CONTRACTOR will maintain monthly contact with the participant to ensure their continued success and progress until 12 months following the exit date.
- k. The CONTRACTOR will conduct a monthly, 12 month follow-up of each youth participant following their exit from the program.

5. Youth Average Wage At Placement

Of the total youths placed \$6.75 will be the minimum wage at placement. A \$0.50 wage increase is required for all youth ages 19-21.

EXHIBIT F
SCHEDULE OF ENROLLMENT/COMPLETION/PLACEMENTS

Program Schedule
 Enrollment/Completion/Termination Schedule

03/01/06	Last Day to Submit Training Plans
03/01/06	Last Day To Submit Worksite List
11/15/05	FIRST INVOICE DUE (For October, 2005)
03/01/06	Last Day To Register and Enroll Participants
03/01/06	Last Day to Administer Pre-Tests
03/01/06	Last Day To Submit Registration and Enrollment Forms
12/01/05	SECOND INVOICE DUE (For November, 2005)
01/01/06	THIRD INVOICE DUE (For December, 2005)
12/15/06	Last Day for Work Component for youth
12/15/06	The Following Evaluations Are Due: <ul style="list-style-type: none"> • Work Maturity • Academic Enrichment/Basic Remedial Education • Job Specific Skills • Work Experience • Employer, Youth, and Parent Evaluation
02/01/06 through 01/01/07	Fourth through Fifteenth Monthly Invoices Due regularly by the 1 st of the following month (and no later than the 20 th).
12/15/06	Last Day to Administer Post-Tests
12/15/06	Last Day to Submit Post-Tests
12/15/06	Last Day to Submit Status Change Form for Completion
12/15/06	Last Day To Place Youth Into Unsubsidized Employment
12/31/06	Last Day of Program Operations
01/20/07	Last Day To Submit Final Invoice

EXHIBIT G
BUDGET AND TERMS OF PAYMENT

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. Invoices are due on the 1st of each month according to the Program Budget (and no later than the 20th of said 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 October 25, 2005 to December 31, 2006.
 3. CONTRACTOR will submit invoices on a monthly basis per Exhibit F. 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 (\$1,000) 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 youths complete a training interval will include supportive documentation.

C. Each youth 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 youth'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 AND MUST BE SUPPORTED BY SUFFICIENT DOCUMENTATION (AS OUTLINED IN EXHIBIT G - SECTION III.A.C) TO JUSTIFY PAYMENT. 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.

B. Frequency and Amount of 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.

EXHIBIT F PROGRAM BUDGET

Los Angeles Harbor College Youth Program 2005-06

I. Adm./Personnel

		Proposed Costs	Contract Subtotals
1. Salaries			
a) Project Director		\$4,000	
b) Case Management		\$5,000	
c) Clerical		\$3,000	
d) Other			
2. Fringe Benefits			
a) FICA-SUI		\$1,200	
b) Workers Comp			
c) PERS			
d) Medical Ins.			
e) Other			
3. Office Supplies			
Supplies		\$700	
Mileage			
4. Indirect Costs			
a) Payroll/Processing			
TOTAL ADMINISTRATION		\$13,900	\$13,900

II. Training

		Proposed Costs	Contract Subtotals
1. Salaries			
a) Computer Building Instructor		\$4,000	
b) Personal Development Instr.		\$2,100	
c) Employ. Skills Seminar		\$2,000	
d) Other			
2. Fringe Benefits			
a) FICA-SUI		\$1,200	
b) Workers Comp			
c) Medical Ins.			
d) PERS			
e) Other			
3. Books and Supplies			
a) Training Materials/TABE		\$15,000	
b) Books/Supplies			
4. Indirect Costs			
a)			
b)			
TOTAL TRAINING		\$24,300	\$24,300

III. Supportive Services

	Proposed Costs	Contract Subtotals
1. Salaries		
a) Guidance Counselor	\$1,500	
b)		
c)		
d) Other		
2. Fringe Benefits		
a) FICA-SUI	\$300	
b) Workers Comp		
c) PERS		
d) Medicare		
e) Other		
3. Mileage/Non Personnel Transportation		
a)		
b)		
4. Special Projects		
a) Bus Tokens/Trans		
b) Recg, Clothing, workshops		
TOTAL SUPPORTIVE SERVICES	\$1,800	\$1,800

IV. Work Experience/Participant Training

	Proposed Costs	
1. Participant Wages	\$7,000	
2. Fringe Benefits		
a) FICA-SUI		
b) Workers Comp		
c) Medical Ins.		
d) Other		
e) Other		
Total W.E/PARTICIPANT WAGES	\$7,000	\$7,000

CONTRACT TOTAL **\$47,000**

**EXHIBIT H
INFORMATION AND NOTICES**

A. All Notices given by CITY to the CONTRACTOR will be in writing and delivered to:

Bobby McNeel, Vice President of Economic Development and Workforce Education
Los Angeles Harbor College
1111 Figueroa Place
Wilmington, CA 90744-2397
(310) 233-2397
(310) 233-4488 FAX

and

Juanita Naranjo, Instructor/Special Assignment Director, Job Placement and Training Services Center
Los Angeles Harbor College
1111 Figueroa Place
Wilmington, CA 90744-2397
(310) 233-4446
(310) 233-4215 FAX

or at such other address or to such other persons as CONTRACTOR may from time to time designate in writing.

B. All payments given by CITY to the CONTRACTOR will be delivered to:

Bobby McNeel, Vice President of Economic Development and Workforce Education
Los Angeles Harbor College
1111 Figueroa Place
Wilmington, CA 90744-2397
(310) 233-2397
(310) 233-4488 FAX

or at such other address or to such other persons as CONTRACTOR may from time to time designate in writing.

C. All payments given by CONTRACTOR to the CITY will be delivered to:

Rhonda Wilson, Accountant
Carson/Lomita/Torrance Workforce Investment Network
City of Torrance, 3031 Torrance Blvd
Torrance, CA 90503
(310) 618-2849
(310) 618-5832 FAX

D. All programmatic questions by CONTRACTOR to the CITY will be delivered to:

Patricia D. Unangst, WIN Manager
Carson/Lomita/Torrance Workforce Investment Network
One Civic Plaza, Suite 500
Carson, CA 90745
(310) 518-8100
(310) 518-8215 FAX

or at such other address or to such other persons as CITY may from time to time designate in writing.

E. Any notice or payment may be given by depositing the same at the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by mail.

**EXHIBIT I
DEFINITION OF HIGH RISK YOUTH**

A YOUTH MUST HAVE TWO OR MORE OF THE FOLLOWING TO BE CONSIDERED A HIGH RISK YOUTH:

1. **AT RISK OF DROPPING OUT OF SCHOOL:** A youth referred by a school staff person, probation officer or other responsible person documenting chronic attendance problems, or discipline problems, or educational under achievement, and/or other indicators which have been adopted by the Local Education Agency (LEA) and the CLTC.
2. **COURT ORDERED PLACEMENT:** Any youth who is a court-ordered placement with appropriate documentation such as affidavit, placement agreement, etc.
3. **DRUG ABUSE:** Any youth who is dependent on alcohol or drugs, or recovering from alcohol or drug abuse.
4. **POTENTIAL DROP OUT:**
 - a. Two (2) grade levels below his or her age group.
 - b. Formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, truancy, tardiness, or discipline problems, or other indicators of a high potential to drop out which have been adopted by the LEA as criteria for identifying potential dropouts.
 - c. On a school's D and F list, or has failing grades as evidenced by a report card.
 - d. Did not pass the High School Proficiency Test.
5. **FUNCTIONALLY ILLITERATE:** Score at or below the 5th grade level on a standardized test or other approved assessment instrument.
6. **HOMELESS:** A youth that lacks a fixed, regular and adequate night time residence. An individual may also be categorized as homeless if his/her primary night time residence is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodation (including welfare hotels, congregate shelters, and transitional housing for the mentally ill)
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized
 - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings
7. **HANDICAPPED:** A youth that has a physical or mental disability consisting of a substantial barrier to employment and can benefit from WIA services.
8. **OFFENDER:** A youth that has been convicted of either a misdemeanor or felony offense.
9. **RACIAL OR ETHNIC MINORITY:** Any youth who is either Black (not Hispanic), Hispanic, American-Indian/Alaskan Native, or Asian/Pacific Islander.
10. **TEEN PARENT:** Any youth, under 20 years of age, who is responsible for the support of one or more dependent children.
11. **TEENAGE PREGNANCY:** A female youth applicant, under 20 years of age, who is pregnant.

CARSON/LOMITA/TORRANCE WORKFORCE INVESTMENT NETWORK (WiN) BOARD
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EXCERPT FROM THE MINUTES OF

JOINT POLICY BOARD/EXECUTIVE COMMITTEE MEETING

April 4, 2006

Carson One-Stop Career Center
One Civic Plaza, Suite 500, Carson

- | | |
|---|--|
| I. <u>Call To Order</u> | The meeting was called to order at 8:10 a.m. by
K. Weideman, WiN Chair. |
| Policy Board
Members Present: | Councilman P. Nowatka, Councilwoman S. Dever,
Mayor Pro Tem J. Ruiz Raber |
| Executive Committee
Members Present: | K. Weideman, M. Kraemer, T. Morales, W. Robinson |
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VIII. Discussion/Action Items

- Action Item #2: Negotiation of Amendments to WIA Out-of-School Youth Contracts -N. Manfredi

This is a recommendation from the TEN Committee that the Executive Committee direct staff to continue providing technical assistance to both WiN Out-of-School vendors and negotiate amendments to these contracts that could include, but not be limited to, allowing them to serve some out-of-school youth younger than 19 years of age. In addition, the TEN Committee recommends that the WiN Board direct staff to bring the L. A. Harbor College contract back to the TEN for review by June 1, 2006.

Discussion followed. L. A. Harbor College has not enrolled any participants at this time. They are having trouble finding students who meet the age requirements, because currently the contract requires that participants be at least 19 at the time of enrollment. Some youth are out of school by age 17 or 18. These individuals are neither eligible for in-school services nor are they eligible for the out-of-school program. The other vendor, Joint Efforts, has just over 50% of its planned participants. LAHC has submitted a written plan to meet the program's goals in which they also are requesting that they be allowed to enroll some younger out-of-school youth. In order for older youth vendors to enroll youth below the age of 19, an amendment to the contract will be required. This must be approved by the WiN Board and the Torrance City Council. Staff will provide a monthly status report on this contract to the TEN. A motion was made to approve the item; motion was seconded. M/S/U.