

Council Meeting of
May 23 2006

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, CA

Members of the Council:

SUBJECT: Recommendation to execute an Employment and Training Agreement with the City of Hawthorne

Expenditure: \$40,000 in revenue for the Workforce Development Division

RECOMMENDATION

The Human Resources Director recommends that Council authorize the execution of an Agreement between the City of Hawthorne and the City of Torrance to operate a special project for Dislocated Workers.

FUNDING

Funding for this Agreement comes from a City of Hawthorne Workforce Investment Act special projects grant and represents revenue for the Workforce Development Division.

BACKGROUND

Since the passage of the Workforce Investment Act (WIA) in 1998, the City of Torrance has received WIA funds from the State, Department of Labor and other cities in the South Bay and greater Los Angeles area to assist businesses and job seekers with their employment and training needs. These funds are sometimes the means for the creation of partnerships between local Workforce Investment Boards (WIB's), neighboring cities and other agencies that serve the public.

The City of Hawthorne, on behalf of the South Bay Workforce Investment Board (SBWIB), has provided an agreement to the Human Resource Department, Workforce Development Division (HR/WDD) for \$40,000 to collaborate upon a special project to serve fourteen (14) Dislocated Workers. The term of the contract will be May 23, 2006 to December 31, 2007 (Attachment).

ANALYSIS

This special project is designed to assist Dislocated Workers with entry or re-entry into craft work employment related to the airline and aerospace industries. Nine (9) of the fourteen (14) participants are eligible for Craft Work Skills Training at El Camino

College. Throughout this project, WDD staff will work with various airlines, the Airline Mechanics Fraternity Association (AMFA), aerospace firms, El Camino College and the SBWIB to recruit, train and place program participants. All participants must be deemed eligible via WIA Title I Dislocated Worker Program guidelines.

The Agreement (Attachment) has been reviewed and approved by the City Attorney as to form. The Contract has been finalized and is ready for signature.

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: Agreement with the City of Hawthorne

AGREEMENT NO. 06-H128

THIS AGREEMENT is made and entered into this _____ day of _____ 2006, by and between the **CITY OF HAWTHORNE**, a municipal corporation, hereinafter referred to as "CITY" on behalf of the South Bay Workforce Investment Board (SBWIB), and the **CITY OF TORRANCE**, a municipal corporation, on behalf of Carson/Lomita/Torrance Workforce Investment Network (C/L/T WIN) referred to as "Contractor" with its principal place of business located at **One Civic Plaza, Suite 500, Carson, CA 90745.**

WHEREAS, City is the Administrative Entity for the South Bay Workforce Investment Area/Board (SBWIA or SBWIB); and is authorized to act for purpose of this Agreement; and,

WHEREAS, the State of California awarded the City Workforce Investment Act (WIA) 25 percent State funds for rapid response activities for dislocated workers; and,

WHEREAS, on March 22, 2006 the State of California awarded the City addition WIA 25 percent State funds for the South Bay Energy Project to provide core, intensive and training services to dislocated workers who are airline and aerospace mechanics, machinists, and other related field specialists; and,

WHEREAS, Contractor was identified in City's grant proposal as a key service provider and represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as Federal, State, and local regulations regarding WIA funds; and,

WHEREAS, the City and Contractor proposes to provide said services to dislocated workers who are airline and aerospace mechanics, machinists, and other related field specialists; and,

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

I - CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide staff assisted core B and other intensive training as

set forth in the Exhibits listed below, [attached hereto and incorporated herein by this reference]:

Exhibit "A" -- Statement of Work

Exhibit "B" -- Budget Detail

Exhibit "C" -- Monthly Expenditure Invoice

Exhibit "D" -- General Provisions

Exhibit "E" -- Consultants

Further Responsibilities.

Contractor shall:

A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Board (SBWIB), the City, State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement.

B. Provide services funded under this Agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB.

C. Provide facilities that are adequate to fulfill the requirements of this Agreement.

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

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

F. Receive participant referrals from the South Bay One-Stop Business and Career Centers.

G. Take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by Contractor's employees and participants.

II - COMPENSATION

The parties agree that this shall be a cost reimbursement agreement. Only allowable program costs described in "Exhibit B", Budget Detail shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon un-budgeted amounts and in no case shall the total amount of reimbursement by City under this Agreement exceed the sum of \$40,000.

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

The parties agree that the City reserves the right to prorate Contractor's reimbursement based upon the cost per participant and the number of participants enrolled as described in Exhibit "A", Statement of Work. In addition, a percentage of total costs, or the final payment that represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

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

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

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

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

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

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

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

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

III -- TERM OF AGREEMENT

The term of the Agreement shall be from **January 1, 2006, to December 31, 2007**. The parties may extend this Agreement for one (1) additional year period based upon the same terms and conditions as are set forth in this Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

IV -- MODIFICATIONS

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

V -- ASSIGNMENTS AND SUBCONTRACTORS

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

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

A. A description of the services to be provided by the subcontractor.

B. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

C. Any other information or certification requested by the City/SBWIB.

D. In the event the City/SBWIB consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

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

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

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

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

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

I. All applicable provisions and requirements of this Agreement shall apply to any

subcontracts or sub agreements. The Contractor agrees that the Contractor shall be held responsible by the City for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI -- INSURANCE

A. General Liability Insurance

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

B. Automobile Insurance

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

C. Worker Compensation

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

worker compensation, as required by State or Federal law.

D. Fidelity Bond

In the event City chooses to make payment required herein by this Agreement by way of advancement as opposed to reimbursement, Contractor shall be required to provide and maintain a blanket fidelity bond that shall apply to the performance of any director, officer or agent of Contractor who signs or authorizes signatures on checks or drafts or in any manner authorizes the disbursement of project funds. Prior to the payment of program funds, by City, Contractor shall furnish City a certificate of insurance from an insurer admitted to do business in the State of California verifying the Contractor carries such a bond. Said insurance certificate shall (1) name the City as additional insured with a provision for direct payment to the City in the event of loss and (2) provide that said bond shall not be canceled or terminated without 30 days written notice to City. Contractor hereby assigns to City any right it has to claim indemnification under such bond. The amount of the bond shall be no less than \$50,000 or the highest advance planned for the present Agreement, whichever is higher.

E. Certificates of Insurance

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

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

F. Self-Insurance

Notwithstanding the insurance required above, City, at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the City Attorney of the City.

VII -- HOLD HARMLESS

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

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

VIII -- OCCUPATIONAL SAFETY AND HEALTH ACT

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

IX -- COMPLIANCE WITH LAW AND WIA

Contractor shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as

amended; Title 20 Code of Federal Regulations Part 626 et al, WIA Rules and Regulations; applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SBWIB; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

- A. Selection of participants and staff,
- B. Use of State and/or Federal funds,
- C. Requirements for record keeping and reporting,
- D. Provisions regarding the compensation and working conditions of participants and non-discrimination requirements. If regulations are amended or revised, Contractor shall comply with them or notify City, within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access

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

B. Retention

The Contractor shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the City, available for inspection and audit by any federal, state, or City agency, upon request, for three (3) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

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

XI--REPORTING REQUIREMENTS

A. General Reporting

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

B. WIA Monthly Invoice and Close-Out

1. On or before ten (10) working days of each month, Contractor shall submit to the City, on forms provided by the City, a complete and accurate monthly WIA invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

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

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

C. Management Information System (MIS) Reporting

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

XII -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the City. The City shall report the fact to the Grant Officer, at DOL. Unless there is a

prior Agreement between City and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

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

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

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

C. Rights to Data

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

XIII -- EQUIPMENT

Prior written approval from the South Bay Workforce Investment Board (SBWIB) Executive Director or his designated representative is required for the purchase and/or lease of all non-

expendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with WIA funds, and a per-unit acquisition cost of \$5,000 or more. Contractor's written request must provide justification for purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. The property shall be used and maintained by the Contractor as follows:

A. Property shall be used solely in the performance of this Agreement.

B. A copy of each executed equipment lease agreement shall be kept on file by the Contractor.

C. The Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except damage, loss, or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to the City.

D. Contractor assures that all of its purchased hardware, software and other computer related products and/or services purchased under this Agreement shall be Year 2000 compliant.

Disposition of nonexpendable personal property shall be governed by the provisions of OMB A-110 or DOL regulations at 29 CFR part 97 or State/City directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

XIV -- CONFIDENTIALITY REQUIREMENTS

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

or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

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

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

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

XV -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

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

XVI -- FISCAL ACCOUNTABILITY

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

XVII -- NOTICES

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

City

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, California 90250
Attn: Jan Vogel, Executive Director

City

City of Hawthorne
4455 126th St.
Hawthorne, California 90250
Attn: Richard Prentice, City Manager

Contractor

Carson/Lomita/Torrance Workforce Investment Board
One Civic Plaza, Suite 500
Carson, CA 90745
Attn: Pat Unangst

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

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

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

XIX -- AUDITS AND REQUIREMENTS

Contractor shall comply with audit requirements as identified WIA regulations (20 CFR

667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by the Contractor. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

Contractor shall allow authorized City, State, and Federal representatives to have full access to the Contractor's facilities and all related WIA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the Contractor's staff and program participants during normal business hours.

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

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

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

When fiscal or special audit determines that the Contractor has expended funds which are

questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of the disallowed costs, in accordance with the procedures established under WIA.

XX – CERTIFICATION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;

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

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

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

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

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard Form - LLL , A Disclosure Form to Report Lobbying@, in accordance with its instructions.

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

D. Drug Free Workplace Compliance: By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as

set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600)

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

XXI -- COMPLAINT RESOLUTION PROCEDURES

A. SBWIB Complaint Resolution Procedures

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

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

B. Contractor WIA Participant Complaint Resolution Procedures

1. Contractor [with the exception of those providing Individual Training Accounts (ITAs) exclusively] shall develop and maintain procedures for the resolution of complaints involving

the terms and conditions of participant employment (On-Job-Training). ITA contractors shall provide WIA participants with copies of the SBWIB complaint resolution procedures and shall instruct participants that they have the option of filing complaints directly with the SBWIB Compliance Officer.

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

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

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

XXII -- DISPUTE RESOLUTION AND BREACH

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

If the dispute is not resolved within thirty (30) days of such request, City through its agent,

shall review the disputed matter and, after consultation with the SBWIB Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing which shall bind all parties.

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

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

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

A. Defaults

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

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

B. Probation

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

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

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

C. Suspension

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

2. The City may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:

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

b. Submittal of reports to City that are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to City from the Federal or State governments.

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

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

D. Termination

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

- a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Suspension or termination by the Department of Labor or the State of the grant to City under which this Agreement is made.
- c. Improper use by Contractor of funds furnished under this Agreement.
- d. Failure to meet performance standards as stipulated in Exhibit "A".

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.

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

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

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XXIV- ENTIRE AGREEMENT

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

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

CITY OF TORRANCE

Dan Walker, Mayor

Attest

Sue Herbers, City Clerk

Approved as to form:
John L. Fellows III, City Attorney

Tatia Strader, Deputy City Attorney

CITY OF HAWTHORNE

Richard Prentice, City Manager

CITY OF HAWTHORNE

City Attorney

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law

EXHIBIT A

**Statement Of Work
The South Bay Energy Project**

**The South Bay Energy Project
Carson/Lomita/Torrance Workforce Investment Area
Statement of Work**

Purpose

The South Bay Workforce Investment Board will serve as the lead and fiscal agent for a collaborative that seeks funds totaling \$912,177 to enhance workforce development efforts addressing emerging labor needs within the region's energy, chemical and advanced manufacturing industries. The **South Bay Energy Project** will provide outreach, screening, assessment, training and referral for skilled craft positions in these industries. The Project will add approximately 95 new workers to the region's labor pool by December 31, 2007, and provide eligible area resident access to jobs with annual earnings that range from \$70,000 to \$100,000 per year.

Statement of Need

The Los Angeles area has a large and growing pool of skilled dislocated mechanics and machinists resulting from sequential workforce reductions by aerospace and airline employers including United Airlines, Northwest Airlines, Delta Airlines and Northrop-Grumman. The pool of dislocated workers includes machinists, mechanics, technicians, and others with specialized training applicable to other industries.

Concurrently, a range of firms in the refining, infrastructure, manufacturing, and food processing industries have identified a strong need for workers with related skills including industrial electricians, instrument technicians and machinist/millwrights. A core group of L.A. area employers meeting with the South Bay Workforce Investment Board over the last few months including BP, Conoco-Phillips, Exxon-Mobil, General Mills, Shell, United Water, Valero, and CEMCO Steel have delineated a short-term need for at least 95 new hires in these skill areas over the next eighteen to twenty-four months. Entry-level wages for these positions are \$23 per hour with average yearly wages over \$70,000. Company human resource representatives note they must frequently recruit out-of-state to find workers meeting identified skills and competencies. It is likely additional employers in the energy, chemical, infrastructure, food processing, and other advanced manufacturing industries in the region will share similar employment needs.

Given the high wages and benefits of these positions, representatives of the Airline Mechanic Fraternal Association (AMFA), representing workers at United, Northwest and Alaska Airlines, believe the project can draw from a statewide pool of dislocated airline mechanics, machinists and other technical workers. This pool includes recent layoffs in both northern and southern California. In southern California, approximately 300 mechanics who have been separated from Northwest Airlines, Alaska Airlines and United Airlines are considered potential candidates for this project according to AMFA officials. Statewide, several hundred additional laid-off airline mechanics are potential candidates for the Project. The Project will in addition draw on current and planned layoffs by regional aerospace employers.

Collaborative Partners

The Project brings together the South Bay Workforce Investment Board, El Camino Community College, the Airline Mechanics Fraternal Association (AMFA), British Petroleum (BP), Conoco-Phillips, Exxon-Mobil, General Mills, Shell, United Water, CEMCO Steel, the San Mateo County WIB, the Carson/Lomita/Torrance WIB, the City of Los Angeles, the County of Los Angeles WIB, C/L/T WIN, and the South Bay Business and Career Centers to provide dislocated workers with an opportunity to secure well paying jobs.

Target Population

Between January 1, 2006 and December 31, 2007, C/L/T WIN will provide WIA Title I Dislocated Worker Program Core and Intensive services to eligible workers who have been displaced from California airline and aerospace firms who have backgrounds in machining, instrumentation, electrical, mechanical engineering, equipment maintenance and other related specialties. A minimum of 14 eligible, program-enrolled individuals will receive outreach services, eligibility screening, skill assessment services, career guidance, case management, and referrals to occupational training leading to employment with partner employers as craft workers.

Slot Cost

The participant slot cost is \$2,857 in which \$400 may be used for supportive services/needs-related payments. **C/L/T WIN** will make a particular effort to recruit dislocated workers from airline, aerospace and related industry sectors who have backgrounds in machining, instrumentation, electrical and mechanical engineering, equipment maintenance and other specialties for retraining for high wage positions in the energy sector and advanced manufacturing.

Service Delivery System

Workforce Investment Act agencies will serve as the cornerstone for service delivery to ensure that all potential applicants/dislocated workers receive access to comprehensive employment-related resources. Participating organizations include:

- South Bay Business and Career Center, Inglewood
- South Bay Business and Career Center, Gardena
- The San Mateo County Local Workforce Investment Area
- The Carson/Lomita/Torrance Local Workforce Investment Area

Eligible workers will be registered in WIA. Standardized career interest inventory and basic skills assessments will be administered to each eligible participant. In addition, assessments will be conducted in cooperation with El Camino College based on the industry approved National Craft Assessment and Certification Program developed by the National Center for Construction Education and Research (NCCER) to determine skill levels based on industry identified competencies. Participants meeting current industry skill needs will be referred directly to employment opportunities at partner companies. Workers with skill needs determined by the NCCER assessment will receive occupational training at El Camino College or another educational institution(s) as appropriate to address skill deficiencies. Training will be offered in three areas: Industrial (Electrician) Technician, Instrumentation Technician and Machinist/Millwright.

Participant Flow

C/L/T WIN will work with the Airline Mechanics Fraternal Association (AMFA), and airline and aerospace firms, including, but not limited to United Airlines, Delta Airlines, Northwest Airlines, Alaska Airlines, and Northrop-Grumman to identify dislocated workers with occupational skills, competencies, interests, and goals appropriate to craft work employment. Additionally, through Rapid Response activities, other potential customers may be identified.

Program Design

Outreach Activities. **C/L/T WIN** will work with local and statewide offices of AMFA, airlines and aerospace employers with planned dislocations of mechanics and machinists, and participating Workforce Investment Act organizations to inform dislocated workers with transferable skills and

competencies of opportunities with partner employers. These activities will include participation in Rapid Response activities and other outreach including job fairs. Outreach will be targeted to dislocated workers with specialized skills in machining, mechanical, and instrument and electrical maintenance.

Intake and Eligibility. All participants will be determined eligible according to WIA Title I Dislocated Worker Program guidelines.

Assessment. In addition to basic skills and career interest inventory assessments conducted by **C/L/T WIN**, all eligible applicants will undergo NCCER-approved competency testing conducted at El Camino College. Applicants will be tested in one of three areas: industrial electrician, instrumentation technician, or machinist/millwright. Written NCCER assessments will measure competencies in a range of areas. Applicants meeting an industry-set passing score (typically 70%) will be referred directly to employment opportunities at partner employers. An estimated 32% of participants will meet industry standards according to initial assessments. Up to **Nine (9)** participants consisting of those testing below industry-set thresholds will be enrolled in training at El Camino College for craft worker skills training utilizing the Client Referral Individual Training Account (CRITA) form .

Case Management. **C/L/T WIN** will provide all program participants with intensive case management/employment counseling throughout their participation in the project. Counseling shall include, but not be limited to, labor market information, critical life skills, work/training performance, and short and long-term goal setting. Records will be maintained of all such case management/counseling activities. Counseling may be provided to an individual or on a group basis. A case manager will follow the progress of each participant from enrollment to program exit including all activities included in the 12-month post-employment follow-up period.

Supportive Services. **C/L/T WIN** will ensure access to appropriate supportive services that will assist participants in completing classroom training. Such services may include, but are not limited to, childcare, transportation assistance, emergency food or rent assistance, and mental health services.

Job Placement. **C/L/T WIN** job developers will coordinate with Gruber and Pereira Associates (GPA) to work with participating employers to ensure that participants who complete training successfully obtain employment. GPA will conduct additional employer development in energy, chemical, food processing and other advanced manufacturing sectors.

Follow-up. **C/L/T WIN** will provide WIA-mandated 12-month follow-up services to participants following program exit.

Performance Standards. The performance standards for this project are as follows:

Entered Employment Rate	91%
Employment Retention Rate	95%
Earnings Replacement Rate	-\$3,000
Employment and Credential Attainment Rate	76%

EXHIBIT B

Budget Detail

BUDGET SUMMARY
City of Hawthorne - South Bay WIB

Contractor:	Carson/Lomita/Torrance WiN	Budget Revision No.	Carla J. Hendy Anguilano
Agreement No.		Agreement Period:	310-518-8145
Project:	South Bay Energy Project	Agreement Amendment #	310-518-8213
Agreement Amount:	\$40,000	E-mail Address:	canguilano@torrnet.com
		Contact Name:	
		Tel. No.	
		Fax. No.	

SCHEDULE OF COSTS

Cost Classification	Total Contract Amount	Program	Total
Personnel Costs	\$ 30,040.00	\$ 30,040.00	\$ 30,040.00
Other Costs	\$ 4,360.00	\$ 4,360	\$ 4,360
Participant Related Cost	\$ 5,600.00	\$ 5,600	\$ 5,600
TOTAL COSTS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00

BUDGET DETAIL			
City of Hawthorne - South Bay WIB			
Contractor: <u>Carson/Lomita/Torrance Win</u>		Project: <u>South Bay Energy Grant</u>	
Agreement No. _____			
ESTIMATED COSTS - BY LINE ITEM			
Cost Classification/Line Item	Total Contract		Total
	Amount	Program	
PERSONNEL COSTS			
Salaries	\$ 18,774.68	\$ 18,774.68	\$ 18,774.68
Fringe Benefits	\$ 11,265.32	\$ 11,265.32	\$ 11,265.32
Subtotal Personnel	\$ 30,040.00	\$ 30,040.00	\$ 30,040.00
OTHER COSTS			
Facility	\$ 2,250	\$ 2,250	\$ 2,250
Communications - Telephone	\$ 750	\$ 750	\$ 750
Postage	\$ -	\$ -	\$ -
Materials and Supplies	\$ 500	\$ 500	\$ 500
Mileage/Travel	\$ 360	\$ 360	\$ 360
Advertising	\$ 500	\$ 500	\$ 500
Subtotal Other	\$ 4,360	\$ 4,360	\$ 4,360
PARTICIPANT RELATED COST			
Participant Wages	\$ -	\$ -	\$ -
Participant Fringe Benefits	\$ -	\$ -	\$ -
OJT Employer Reimbursement	\$ -	\$ -	\$ -
Supportive Services	\$ 5,600	\$ 5,600	\$ 5,600
Other Participant Related Cost (Training)	\$ -	\$ -	\$ -
Subtotal Participant Related Cost	\$ 5,600	\$ 5,600	\$ 5,600
TOTAL COSTS	9,960.00	9,960.00	9,960.00

SCHEDULE OF PERSONNEL										
City of Hawthorne - South Bay WIB										
Contractor: Carson/Lomita/Torrance WiN		Project: SB Energy Project								
Agreement No.										
A	B	C	D	E	F	H	I			
Job Title										
(One Line per Employee)										
	Monthly Salary	Total % of Time	# of Mos.	Total Program Share (E=B*C*D)	% of Time	Program	Total			
SALARIES										
Afuafi--Project Assistant	\$ 2,527	3.7%	18	\$ 1,696	100%	\$ 1,696	\$ 1,696			
Barthe-Jones--Center Supervisor	\$ 5,612	1%	18	\$ 1,010	100%	\$ 1,010	\$ 1,010			
Bellard-Williams--Project Leader CM	\$ 3,478	5%	18	\$ 3,130	100%	\$ 3,130	\$ 3,130			
Brookes--Sr. Project Leader	\$ 4,635	2%	18	\$ 1,669	100%	\$ 1,669	\$ 1,669			
Hendy-Anguiano--Sr. Project Leader Fiscal	\$ 4,057	2%	18	\$ 1,460	100%	\$ 1,460	\$ 1,460			
Jones--Project Leader CM	\$ 3,865	5%	18	\$ 3,479	100%	\$ 3,479	\$ 3,479			
Lee--Project Leader--Contracts	\$ 3,865	2%	18	\$ 1,391	100%	\$ 1,391	\$ 1,391			
O'Neill--Project Leader Fiscal	\$ 3,478	3.0%	18	\$ 1,878	100%	\$ 1,878	\$ 1,878			
Unangst--Director	\$ 7,738	1%	18	\$ 1,393	100%	\$ 1,393	\$ 1,393			
Zelege--Sr. Project Leader	\$ 4,635	2%	18	\$ 1,669	100%	\$ 1,669	\$ 1,669			
Sub-Total Salaries				\$ 18,775		\$ 18,775	\$ 18,775			
FRINGE BENEFITS										
		% OF TOTAL SALARIES								
FICA		7.65%		\$ 1,436.26		\$ 1,436.26	\$ 1,436.26			
HEALTH		8.00%		\$ 1,502.00		\$ 1,502.00	\$ 1,502.00			
SUI		0.12%		\$ 23.00		\$ 23.00	\$ 23.00			
Workers Compensation		1.73%		\$ 325.00		\$ 325.00	\$ 325.00			
Retirement		19.51%		\$ 3,663.00		\$ 3,663.00	\$ 3,663.00			
Others		22.99%		\$ 4,316.05		\$ 4,316.05	\$ 4,316.05			
Sub-Total Fringe Benefits		60.00%		\$ 11,265.32		\$ 11,265.32	\$ 11,265.32			
TOTAL PERSONNEL COSTS				\$ 30,040.00		\$ 30,040.00	\$ 30,040.00			

SPENDING PLAN WORKSHEET

City of Hawthorne - South Bay WIB

Contractor: _____ Project: _____
 Agreement No. _____

Cost Classification	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Six-Months Total
Name							
Personnel Costs	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 10,013
Other Costs	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 1,453
Participant Related Cost	\$ 311	\$ 311	\$ 311	\$ 311	\$ 311	\$ 311	\$ 1,867
Total Plan for the Month	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 13,333
Total Cumulative	\$ 2,222	\$ 4,444	\$ 6,667	\$ 8,889	\$ 11,111	\$ 13,333	\$ 13,333

Cost Classification	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	12 Months Total
Name							
Personnel Costs	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 20,027
Other Costs	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 2,907
Participant Related Cost	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 3,733
Total Plan for the Month	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 26,667
Total Cumulative	\$ 15,555	\$ 17,778	\$ 20,000	\$ 22,222	\$ 24,444	\$ 26,667	\$ 26,667

Cost Classification	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Year Total
Name							
Personnel Costs	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 1,669	\$ 30,040
Other Costs	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 242	\$ 4,360
Participant Related Cost	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 311.11	\$ 5,600
Total Plan for the Month	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 40,000
Total Cumulative	\$ 28,889	\$ 31,111	\$ 33,333	\$ 35,555	\$ 37,778	\$ 40,000	\$ 40,000

EXHIBIT C

Monthly Expenditure Invoice

**SOUTH BAY WORKFORCE INVESTMENT BOARD
MONTHLY FISCAL REPORT**

		FUNDING SOURCE: <u>SB Energy Project</u>
CONTRACTOR: _____		PY: _____
		REPORT PERIOD: _____
ADDRESS: _____		CONTRACT # _____
_____		FROM: _____ TO: _____

PHONE: () _____		INVOICE # _____

	PRIOR YEAR TO DATE	CURRENT REQUEST	CURRENT YEAR TO DATE	TOTAL BUDGET
I. Direct Participant Costs (if applicable)				
A. Needs Related Payment				
B. Supportive Services				
C. Classroom Training				
D. Participant Wages				
II. PROGRAM COST				
Personnel Costs				
Salaries				
Fringe Benefits				
Subtotal Personnel Costs				
Other Costs				
Facility				
Communications - Telephone				
Postage				
Materials and Supplies				
Mileage/Travel				
Subtotal Other Costs				
Total Program				
III. TOTAL PROGRAM EXPENDITURES				
CASH RECEIVED Y-T-D				
CASH REQUEST				

V. Certification

I verify that, to the best of my knowledge and belief, this report is correct, and that all outlays and unpaid obligations are for the purposes set forth in the grant agreement.

NAME: _____	TITLE: _____
SIGNATURE: _____	DATE: _____

General Provisions

GENERAL PROVISIONS

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

General Assurance.

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

Nondiscrimination.

Prohibition of Discrimination Regarding Participation, Benefits, and Employment

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

Prohibition on Assistance for Facilities for Sectarian Instruction or Religious Worship

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

Prohibition on Discrimination on Basis of Participant Status

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

Prohibition on Discrimination Against Certain Non-Citizens

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

Avoidance of Conflict of Economic Interest.

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

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

Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, creed or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian

denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

Unallowable Activities and Costs.

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

1. Public Service Employment: No funds will be used under this Agreement for public service employment, subsidized employment with public and non-profit employers providing public services, except to provide disaster relief employment as specifically authorized in section 173(d), (WIA SEC. 195(10)).
2. Sectarian Activities: The employment or training of participants to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious work activities is prohibited.
3. Political Activities: No financial assistance may be provided for any program that involves political activities.
4. Maintenance of Effort:
 - a) No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation)
 - b) No program or activity authorized under title I of WIA shall impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.
 - c) No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.
 - d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. Any funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this WIA.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.

9. Funds provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the absence of such funds.
10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
12. No funds shall be used for employment generating activities.
13. Incumbent Employee: No funds shall be used on wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec 181(b)(1)).

Understandings

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.
- D. Contractor understands that SBWIB's staff are charged with tracking and reporting on compliance and performance of all Agreements to the SBWIB and/or designated committees. The staff are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that City's on-site monitoring identify possible WIA training fund overpayments in order to recover funds from training institutions that received education assistance program funds on behalf of WIA participants.
- G. Contractor understands that all costs paid out for a participant who is enrolled without City's written authorization prior to enrollment who is found to be ineligible, and any costs associated with services provided under this Agreement found to be disallowed in an audit, shall be the sole responsibility of the Contractor. The City or SBWIB will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed, or use any repayment method identified in the SBWIB debt collection policy.

- H. The conduct of the parties to this Agreement shall be in accordance with Title VI and VI of the Civil Rights Act of 1964, and the rules and regulations promulgated they're under.

In addition,

1. During the performance of this Agreement, the Contractor, shall not deny the benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
- I. Contractor will administer its programs under the Workforce Investment Act (WIA) in full compliance with safeguards against fraud, abuse, and criminal activity as set forth in WIA Directives. Contractor's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the City within 24 hours of discovery in accordance with requirements and procedures contained in 20CFR section 667.630. Contractor shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

EXHIBIT E**CONSULTANTS**

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

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

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

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

CONSULTANT(S)**SERVICES TO BE PERFORMED**