



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 be provided by Contractor (the "Services") attached hereto as Exhibit "B".

2 Contractor and City agree to be bound by all the terms, conditions and  
3 provisions contained in the Statement of Work and Budget (collectively, the "Contract  
4 Documents"). Contractor hereby agrees to assume full responsibility for the performance  
5 of the operation, coordination and administration of such program pursuant to all the terms  
6 and conditions of Exhibits "A" and "B" and the parties hereto agree to perform all duties,  
7 obligations and tasks to be performed by each party under the Contract Documents.

8 **SECTION 2. TERM.**

9 The term of this Contract ("Term") shall be deemed to have commenced as  
10 of November 15, 2006 and unless sooner terminated pursuant to the provisions hereof,  
11 shall terminate at midnight on November 14, 2007. Either of the parties hereto shall have  
12 the right to terminate this Contract in its entirety at any time during the Term for any or no  
13 reason whatsoever by giving 15<sup>30</sup> days prior written notice of termination to the other party.  
14 City shall have the additional right to cancel any part of this Contract at any time during the  
15 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
16 Contractor.

17 Notwithstanding the foregoing, the City shall have the right to terminate and  
18 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
19 Contractor subjects the City to liability, legal obligations or program operation obligations  
20 beyond the liability and obligations under the Contract Documents. If this Contract is  
21 terminated prior to the expiration of the term, Contractor shall be reimbursed for all eligible  
22 program costs which have accrued but not been paid through the effective date of  
23 termination. Contractor agrees to accept such amount, plus all amounts previously paid,  
24 as full payment and satisfaction of all obligations of City to Contractor.

25 **SECTION 3. PERFORMANCE REVIEW.**

26 After each quarter during the Term, the City will conduct a review of  
27 Contractor's performance by comparing the Contractor's planned performance and  
28 contract earning levels with the actual performance and contract earning levels achieved

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1 by Contractor. If the Contractor is ten percent (10%) below planned performance and  
2 contract earning levels at the end of the any quarter, the Contractor may be required to  
3 implement a corrective action plan. Any such corrective action plan shall be subject to  
4 review and approval by the City.

5 Underperformance at the end of the second quarter or any quarter thereafter,  
6 shall permit the City to unilaterally cancel this Contract or, in the alternative and at the sole  
7 discretion of the City, deobligate funds from this Contract up to the amount of the  
8 underexpenditures.

9 **SECTION 4. CONTRACT AMOUNT AND PAYMENT.**

10 The total amount which shall be payable by City to Contractor for Contractor's  
11 services during the Term shall not exceed One Hundred Ninety-Six Thousand Five  
12 Hundred Ninety-Five Dollars (\$196,595.00).

13 The City shall, in due course, reimburse the Contractor for the actual,  
14 reasonable and necessary costs and expenses incurred by Contractor in the performance  
15 of this Contract which are authorized and approved by Exhibit "B".

16 Payment to the Contractor shall be limited to the amounts specified in Exhibit  
17 "B" for the categories, criteria and rates established in said Attachment. Contractor may,  
18 with the prior written approval of the City Manager of the City of Long Beach ("City  
19 Manager") or his designee make adjustments within and among the categories of  
20 expenditures in the Budget, and modify the performance to be rendered hereunder as  
21 provided in Exhibit "A" ; provided, however, that any such adjustment in expenditures shall  
22 not result in an increase in the amount of the Budget. The agent or representative of  
23 Contractor who signs as the maker of checks or drafts or in any manner authorizes the  
24 disbursement of said funds or expenditure of same shall be covered by a blanket fidelity  
25 or comprehensive crime bond regarding the handling of said funds in an amount set out  
26 in Section 11, paragraph E of this Contract.

27 Contractor shall not charge nor receive compensation under this Contract for  
28 any services or expenses unless said services or expenses are directly and exclusively

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1 related to the purposes of this Contract, and provided that payment is not also received by  
2 Contractor from some other source for said services or expenses.

3 Disbursement of funds received from the State shall be under the direction  
4 of the City Manager or his designee and shall be in accordance with the provisions of this  
5 Contract and any additional procedures, regulations and reporting requirements which are  
6 established by the City that do not conflict with applicable procedures, regulations and  
7 reporting requirements the State.

8 All payments to Contractor by the City, will be based upon invoices and the  
9 necessary supporting documents which the City may require Contractor to submit. The  
10 expenditure of all funds shall be accounted for promptly, and Contractor shall keep  
11 separate detailed accounts for each expenditure for each component part of this project.

12 **SECTION 5. RECORDS.**

13 Records relating to the performance of this Contract shall be kept and  
14 maintained by Contractor in accordance with the manner and method prescribed by  
15 applicable State regulations and guidelines and City requirements, will be current,  
16 complete and available for purposes of inspection and audit during business hours as  
17 deemed necessary upon request by representatives of federal, state and local agencies.

18 Contractor shall provide access to all documents and materials related to this  
19 Contract and shall provide any information that the City, or its designee, requires in order  
20 to monitor and evaluate Contractor's performance hereunder. All such records shall be  
21 maintained and accessible for a period of seven (7) years from the expiration or earlier  
22 termination of this Contract.

23 **SECTION 6. FINANCIAL REPORTS.**

24 Contractor shall provide such other reports, documents or information as may  
25 be requested or required by the City within three (3) days<sup>10</sup> of written request. Upon  
26 expiration or earlier termination of this Contract, and within the time and in the manner  
27 prescribed by the City the Contractor shall perform all necessary close-out procedures  
28 required by the City, including preparation of close-out reports and transmittal to the City

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1 of all documents in the possession of Contractor which relate to the conduct of the  
2 program, within the time and in the manner prescribed by the City. Final payment to the  
3 Contractor under this Contract will be paid only after the City has determined that  
4 Contractor has satisfactorily completed said close-out procedures.

5 If the Contractor is subject to the Single Audit Act (SAA), the Contractor shall  
6 include this Contract within the scope of the SAA audit. A copy of the SAA final audit  
7 report shall be delivered by Contractor to the City of Long Beach within thirty (30) calendar  
8 days after its and, in any event, no later than six (6) months after the end of the then-  
9 current fiscal year of Contractor. In the event the Contractor fails to comply with this  
10 requirement, the Contractor shall be liable for any costs incurred by City for a substitute  
11 audit or review.

12 **SECTION 7. ACCOUNTING PROCEDURES.**

13 On a monthly basis, commencing on the last day of month next succeeding  
14 the Effective Date of this Contract, the Contractor will submit an invoice with supporting  
15 documentation for payment based upon the cost categories in Attachment "A." These  
16 invoices will be due within ten (10) working days after the end of each month Contractor  
17 shall complete the monthly payment requests in the format required by the City.

18 The Contractor will establish separate account numbers within its accounting  
19 system to account for the expenditures and revenues of this Contract. The Contractor's  
20 accounting system will be in compliance with all applicable procedures and Federal and  
21 State authorities having jurisdiction over this Contract, and shall be consistent with the  
22 fiscal and accounting procedures set forth herein. Without limiting the generality of the  
23 foregoing, the Contractor shall adhere to the following fiscal and accounting procedures:

- 24 A. Maintain a bank account and perform monthly bank reconciliations.
- 25 1. Deposit all receipts in the bank account promptly and intact.  
26 (Do not pay any expense directly out of cash receipts).
- 27 2. Maintain bank validated copies for every deposit slip in  
28 chronological order. Each deposit slip should include sufficient detail to

1 explain the source of the funds being deposited. (This may be done by  
2 recording the details on the deposit slip or by attaching supporting  
3 documentation which may have been received with the receipts.)

4 3. Disburse all funds by check, preferably signed by two  
5 employees, neither of whom is the bookkeeper or the accounting clerk.

6 B. Designate specific employees to perform each of the following  
7 functions:

- 8 1. Receipt for goods and services provided to Contractor.
- 9 2. Approve the purchase of goods and services for Contractor.
- 10 3. Approve employee time sheets.
- 11 4. Each above function shall be designated to a different  
12 employee.

13 C. Maintain documented support for every check written which should  
14 include:

- 15 1. Original invoice from each vendor.
- 16 2. Indication by signature and date of an authorized employee  
17 that the goods or services were received by the Contractor. This may be  
18 done on a separate receiving report, a copy of a packing slip or on the  
19 invoice itself.
- 20 3. Indication that the goods or services were approved for  
21 purchase by an authorized individual. This should be by signature and dated  
22 and should appear on the invoice or on the purchase order or purchase  
23 requisition, if such is used by the Contractor.

24 D. Maintain a copy of each invoice submitted to Grants Accounting with  
25 copies of all supporting documents.

26 E. Maintain the following records in an orderly fashion by grant period or  
27 Contractor's fiscal year:

- 28 1. Bank statements and bank reconciliations.

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2. Deposit slips and supports.
3. Checks and supports.
4. Time sheets or documentation to verify Contractor's labor costs.
5. Cash receipts and cash disbursement journals.
6. Requests for reimbursement and supports.
7. Financial statements.

F. Maintain and file all required tax and personnel reports with appropriate agencies.

G. Contractor must adhere to all audit requirements as outlined in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

All invoices and billings will be considered final and must be submitted within 45 calendar days from the end of the Term. Resolution of disputed matters must be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

**SECTION 8. INDEPENDENT CONTRACTOR STATUS.**

It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are prescribed by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner the officers, employees or agents of the City or the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated non-profit association. Contractor shall not have any authority to bind the City or GLBWDB at any time or for any purpose. Contractor or any of Contractor's officers, employees or agents shall not have any power or authority as agents or employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or

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1 GLBWDB employee.

2 **SECTION 9. ASSIGNMENT.**

3 Contractor shall not delegate its duties or assign its rights hereunder, either  
4 in whole or in part, without the prior written consent of the City.

5 **SECTION 10. INDEMNIFICATION AND HOLD HARMLESS.**

6 Contractor expressly agrees to defend, protect, indemnify and hold  
7 GLBWDB, the City, their respective officers, employees and agents ("indemnified parties"),  
8 free and harmless from and against any and all claims, damages, expenses, loss or liability  
9 of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of  
10 Contractor, its officers, agents or employees in the performance of this Contract.  
11 Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that  
12 may be instituted against either the indemnified parties and Contractor shall pay any  
13 settlement entered into or satisfy any judgment that may be rendered against either the  
14 indemnified parties as a result of said acts or omissions of Contractor, its officers, agents  
15 or employees in the performance of this Contract.

16 **SECTION 11. INSURANCE.**

17 Concurrent with the execution of this Contract by Contractor, as a condition  
18 precedent to the effectiveness of this Contract, and in partial performance of the  
19 obligations of indemnity assumed by Contractor under Section 10 above, Contractor shall  
20 procure and maintain during the Term at Contractor's expense.

21 A. Comprehensive General Liability in an amount not less than Two  
22 Million Dollars (\$<sup>1</sup>2,000,000) combined single limit for each occurrence or Four  
23 Million Dollars (\$<sup>3</sup>4,000,000) General Aggregate for bodily injury, personal injury and  
24 property damage. The indemnified parties shall be covered as insureds as respects  
25 liability arising out of activities performed by or on behalf of the Contractor and  
26 coverage shall be in a form acceptable to the Risk Manager of the City ("Risk  
27 Manager").

28 B. Automobile Liability in an amount not less than Five Hundred



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1 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and  
2 property damage covering owned, non-owned and hired vehicles.

3 C. Workers' Compensation as required by the Labor Code of the State  
4 of California and Employers' Liability Insurance with limits of One Million Dollars  
5 (\$1,000,000) per occurrence.

6 D. Accidental Medical, Death and Dismemberment Insurance for all  
7 participants not entitled to workers' compensation benefits under the provisions of  
8 Section 3700 of the Labor Code of the State of California, unless this requirement  
9 has been waived in writing by the Risk Manager. Said insurance shall have limits  
10 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and  
11 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

12 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
13 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand  
14 Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds  
15 by those employee's agents or representatives of the Contractor who sign as the  
16 maker of checks or drafts or in any manner authorize the disbursement or  
17 expenditure of said funds.

18 Each insurance policy shall be endorsed to provide that coverage shall not  
19 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days  
20 prior written notice has been given to the City. All such insurance shall be primary and not  
21 contributing to any other insurance or self-insurance maintained by the indemnified parties.

22 The insurance required hereunder shall be placed with carriers admitted to  
23 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best  
24 Company and may be subject to such self-insurance or deductible as may be approved  
25 by the Risk Manager. Any subcontractors which Contractor may use in the performance  
26 of services under this Contract shall be required to maintain insurance in accordance with  
27 the requirements of this Section 11.

28 Contractor shall furnish the City with certificates of insurance and with original

1 endorsements affecting coverage as required above. The certificates and endorsements  
2 for each insurance policy shall be signed by a person authorized by that insurer to bind  
3 coverage on its behalf. Policies written on a "claims made" basis shall provide for an  
4 extended reporting period of not less than one hundred eighty (180) days. No claims made  
5 policies shall be acceptable to City unless the City Manager determines that no occurrence  
6 policy is available in the market for the particular risk being insured. Any modification or  
7 waiver of the insurance requirements contained in this contract shall only be made with the  
8 written approval of the Risk Manager in accordance with established City policy.

9 **SECTION 12. DRUG-FREE WORKPLACE.**

10 Contractor shall comply with Government Code Sections 8350 et seq. and 29  
11 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
12 limited to, the following:

13 A. Publishing a statement notifying employees that unlawful manufacture,  
14 distribution, dispensation, possession, or use of a controlled substance is prohibited  
15 and specifying actions to be taken against employees for violations, as required by  
16 Government Code Section 8355(a).

17 B. Establishing a Drug-Free Awareness Program as required by  
18 Government Code Section 8355(b), to inform employees about all of the following:

- 19 1. The dangers of drug abuse in the workplace,
- 20 2. The person's or organization's policy of maintaining a drug-free  
21 workplace,
- 22 3. Any available counseling, rehabilitation and employee  
23 assistance programs, and
- 24 4. Penalties that may be imposed upon employees for drug abuse  
25 violations.

26 C. Ensuring that every employee who provides services under this  
27 Contract:

- 28 1. Will receive a copy of Contractor's drug-free policy statement,

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and

2. Will agree to abide by the terms of Contractor's statement as a condition of employment on this Contract:

Payments due Contractor may be subject to suspension or termination for failure to carry out the requirements of Government Code Sections 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in Government Code Section 8357, the City shall not be required to ensure that Contractor provides a drug-free workplace.

**SECTION 13. NON-DISCRIMINATION.**

In connection with performance of this Contract and as refined by applicable federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Contractor agrees to use its best efforts to carry out this policy in the award of all approved subcontracts to the fullest extent consistent with the efficient performance of this Contract. Contractor may rely on written representations by subcontractors regarding their status. Contractor shall report to City in March and in September or, in the case of short-term agreements, prior to invoicing for final payment, the names of all sub-consultants engaged by Contractor for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

**SECTION 14. CONFIDENTIALITY.**

Contractor shall keep confidential all financial, operations and performance records relating to its performance of this Contract ("Data") and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder. The obligation of confidentiality shall continue following expiration or earlier

1 termination of this Contract. In addition, Contractor shall keep confidential all information,  
2 whether written, oral, or visual, obtained by any means whatsoever in the course of  
3 Contractor's performance hereunder for the same period of time. Contractor shall not  
4 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of  
5 others without first obtaining the prior written authorization and consent of the City.

6 All data and other information, in whatever form or medium, compiled or  
7 prepared by Contractor in performing its services or furnished to Contractor by City shall  
8 be the property of City and City shall have the unrestricted right to use or disseminate  
9 same without payment of further compensation to Contractor. Copies of Contractor's work  
10 product may be retained by Contractor for its own records.

11 **SECTION 15. BREACH OF CONFIDENTIALITY.**

12 Contractor shall not be liable for a breach of confidentiality with respect to  
13 Data that:

14 (a) Contractor demonstrates Contractor knew prior to the time City  
15 disclosed it; or

16 (b) Is or becomes publicly available without breach of this Contract by  
17 Contractor; or

18 (c) A third party who has a right to disclose such information does so to  
19 Contractor without restrictions on further disclosure; or

20 (d) Must be disclosed pursuant to subpoena, court order, state or federal  
21 WIA rules and regulations, federal Department of Labor rules and regulations, or the  
22 rules and regulations of any other governmental agency having jurisdiction over  
23 WIA administration.

24 **SECTION 16. NOTICES.**

25 All notices required or given pursuant to the provisions hereof may be served  
26 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to  
27 receive the same at the address indicated herein and deposited postage prepaid, in the  
28 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.

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1 Such notices shall be effective on the date personal service is effected or the date of the  
2 signature on the return receipt. For the purposes hereof, the address of the City and the  
3 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
4 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
5 service of any such notices shall be Conservation Corps of Long Beach 340 Nieto Avenue,  
6 Long Beach, California 90814, Attention Mike Bassett, Telephone (562) 986-1249, Fax.  
7 No. (562) 986-9390.

8 **SECTION 17. CONTRACT ADMINISTRATION.**

9 The City Manager, or designee, is authorized and directed, for and on behalf  
10 of the City, to administer this Contract and all related matters, and any decision of the City  
11 Manager, or his designee, in connection herewith shall be final.

12 **SECTION 18. CORPORATE STATUS.**

13 If the Contractor is a corporation, Contractor shall, as a condition precedent  
14 to the effectiveness of this Contract, submit to City proof of good standing of the corporate  
15 status.

16 **SECTION 19. ENTIRE AGREEMENT.**

17 This document fully expresses all understandings of the parties concerning  
18 all matters covered and shall constitute the total Agreement. Except for the adjustments  
19 of Exhibits "A" and "B" as provided in Section 4 hereof, no addition to or alteration of the  
20 terms of this Contract whether by written or oral understanding of the parties, their officers,  
21 agents or employees shall be valid unless made in writing and formally adopted in the  
22 same manner as this Contract.

23 **SECTION 20. CAPTIONS AND ORGANIZATION.**

24 The various headings and numbers herein and the grouping of the provisions  
25 of this Contract into separate Sections, paragraphs and clauses are for the purpose of  
26 convenience only and shall not be considered a part hereof, and shall have no effect on  
27 the construction or interpretation of any part of this contract.

28 **SECTION 21. TAX IDENTIFICATION NUMBER.**

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Contractor's Tax Identification Number is [REDACTED]

**SECTION 22. AUTHORIZATION TO EXECUTE.**

Contractor warrants and affirms to City that any and all persons signing this Contract are authorized and empowered to so sign and that the execution of this Contract by such person or persons does bind Contractor to all terms, covenants and conditions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

Dated: 5/17, 2006

Dated: \_\_\_\_\_, 2006

CONSERVATION CORPS OF LONG BEACH, a California Non-profit corporation

By [Signature]

Title Executive Director / CEO

By \_\_\_\_\_

Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

**ASSISTANT**

**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

Dated: June 1, 2006

By Christine J. Shippey

City Manager

"City"

The foregoing Contract is hereby approved as to form this 21<sup>st</sup> day of May, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]

Principal Deputy

EXHIBIT "A"

**STATEMENT OF WORK**  
**Corridor Clean-Up/Training Project**

CONTRACTOR: Conservation Corps of Long Beach  
340 Nieto Avenue  
Long Beach, CA 90813  
(Hereinafter referred to as "Contractor")

CONTRACT PERIOD: November 15, 2006 – November 14, 2007

**STATEMENT OF WORK**

The Corridor Clean-up/Training Project is designed to provide a litter abatement program for target areas, key corridors and neighborhoods of Long Beach. The Contractor will work with approximately 24 low-income, disadvantaged Long Beach and Signal Hill young adults, 18 – 21 years of age, with multiple barriers to employment by providing job training, leadership development and access to education completion services. Participating youth will earn minimum wage salary during the course of work experience activities over 10-week cycles of 30 hours per week. Each youth will receive up to one week of pre-employment/work experience readiness skills training prior to the paid work experience and training. Work includes, but is not limited to, removal of trash and debris including illegal dumping, weed and litter abatement, trimming of trees and shrubs, and recycling. At project conclusion, participants will receive a certificate of completion and be referred to additional vocational training, job readiness or placement services as appropriate through the Workforce Development Bureau's (WDB) programs at its three career centers.

The Corps will oversee refuse removal assistance through City-directed corridor and alley clean-up projects by linking targeted clean-up activities to work experience activities of participating youth. Serving as the program operator, the Contractor will provide program management oversight, necessary supervision, supplies, and equipment, and structured program activities. The WDB will directly process youth payroll services, and provide overall project management.

**Amount of Contract**

Contractor's funds shall not exceed \$130,000 to achieve the aforementioned program objectives. The Contractor shall be paid on a cost reimbursement basis. Acceptable documentation must be submitted with invoices. The contract

is subject to the availability of funding and subject to relevant regulations, directives, policies, and procedures.

The Contractor may exceed cost categories by more than 10% provided that the difference is reduced from other accounts and the total amount of the contract remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an amendment to the contract.

### **Planned Expenditure Report**

The Contractor shall submit all billing information and invoices on a monthly basis to the Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, attention Program Liaison as follows:

- Monthly Expenditure Reports – Due by the 15<sup>th</sup> of each month
- Monthly Agency Invoices – Due by the 15<sup>th</sup> of each month

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., receipts, invoices, sign-in sheets).

### **Expenditure Rate**

Quarterly, the City shall compare planned performance and earning levels with actual performance and earning levels. If Contractor is 25% below planned totals at the end of the quarter or any quarter thereafter, Contractor shall implement a corrective action plan reviewed and approved by the City. The City has the right to unilaterally cancel the contract, or, in the alternative, deobligate funds up to the amount of the under expenditure.

## **PROGRAM ACTIVITIES**

### **Outreach and Recruitment**

Recruitment of students will be the shared responsibility of the Contractor and the WDB. Contractor is committed to hire Section 3 residents that will comprise at least 30% of all new hires for this Project. All hires for this project are expected to be new hires and not those who are already Corps members.

### **Orientation**

Orientations shall include:

1. Requirements for participants, information regarding eligibility criteria, attendance, performance, and safety standards.



2. An explanation of the training curriculum and additional services available to participants.
3. Information regarding the litter abatement industry and training occupations.
4. Information regarding subsequent follow-up services provided by the WDB staff.

### **Assessment/Suitability/Referral/Enrollment**

1. Contractor, in collaboration with the WDB, will pre-screen prospective students/participants for eligibility under WIA criteria.
2. Contractor shall in gathering all necessary WIA eligibility documents/paperwork.

### **Training and Related Activities**

1. Contractor shall ensure that training sites/facilities meet all applicable health and safety standards and City/State/Federal requirements.
2. Contractor shall ensure that participants are provided with safety instructions, materials, and equipment necessary for reasonable protection against injury and damage.
3. Contractor shall ensure that appropriate intervention is provided in response to any issues expressed by participants and/or barriers identified by participants and/or staff.

### **PROGRAMMATIC CONTROLS**

Controls must be instituted by the Contractor to ensure that:

1. Weekly projects reports are submitted listing all City areas covered and items picked up.
2. Required reports, MIS documentation, invoices, etc., contain accurate information and are submitted on a timely basis.
3. Discrepancies in reports, MIS documentation, invoices, etc., are resolved quickly.
4. Contractor shall comply with applicable Federal, State, and local nondiscrimination and equal opportunity provisions. In addition, Contractor must ensure that Contractor and staff are prohibited from retaliation or reprisal against an individual that:
  - a. Has filed a complaint
  - b. Opposed a practice prohibited by nondiscrimination and equal opportunity provisions
  - c. Furnished information to, or assisted or participated in any manner in an investigation, review, hearing, or any other activity related to the administrations of nondiscrimination and equal opportunity provisions

- d. Exercised any rights and privileges under nondiscrimination and equal opportunity provisions
5. All staff, training and services authorized under this contract adhere to applicable WDB/City of Long Beach policies and procedures.

## RECORD MANAGEMENT

1. Contractor agrees to maintain records to document all costs, direct and indirect, in-kind and cash match amounts incurred under this contract to account for all money received and incurred. All records shall be kept for a period of seven (7) years from the date final payment is made under this contract.
2. Contractor shall maintain the confidentiality of any information regarding the participant that may be obtained through documents from public agencies, counselors, or any other source. Without permission of the EDB Coordinator such information shall be divulged only as necessary for the performance or evaluation of this contract and only to persons having responsibility under this contract.
3. All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to *review/monitoring* and are to be made available during regular business hours to appropriate City, State, and Federal agencies/representative or designees for inspection on an as-needed basis. Contractor shall also provide reasonable and timely access to personnel for the purpose of interviews and discussion related to training and services provided under this contract.

Minimum requirements for file documentation may change according to WDB/City policies and procedures. In addition, requirements for file documentation may also change according to WIA regulations, directives, bulletins, policies, procedures, and modifications.

## CONTRACT MODIFICATION

The Contractor agrees to the following procedures for modification of the contract:

1. All requests for contract modification must be provided in writing and include detailed justification for such a modification and be submitted to the Project Coordinator 30 days in advance of requested modification.
2. The WDB/City may initiate a modification at any time during the term of this contract upon written concurrence from the Contractor.

**CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
PROJECT BUDGET SUMMARY**

**Organization Information:**

**Name:** Conservation Corps of Long Beach

**Address:** 340 Nieto Ave. Long Beach, CA 90814  
Street City Zip Code

**Telephone Number:** (562) 986-1249

**Fax Number:** (562) 986-9390

**Email Address:** jmcdevitt@cclb-corps.org

**Contact Person:** Joyce McDevitt

**Federal ID:** [REDACTED]

**Agreement Information:**

**Budget Period:** \_\_\_\_\_ **Contract No:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_ **Amendment No:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Fiscal Approval:** *Joyce McDevitt* 3/28

**Date:** 3/28/07

*Joyce McDevitt*  
**ATTACHMENT B**  
**PAGE 1 OF 5 PAGES**

## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	( A )	( B )	( C )
101	Administrative Costs	-		-
102	Fringe Benefits	-		-
103	Administrative Costs - Other	-		-
118	Indirect Costs	-		-
201	Project Staff	74,030.00		74,030.00
202	Fringe Benefits	31,880.00		31,880.00
203	Training/Training Materials	-		-
204	Operating Costs	6,026.00		6,026.00
205	Support Services	-		-
206	Program - Other	18,064.00		18,064.00
<b>Total Funds Requested:</b>		130,000.00	-	130,000.00

### Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	( A )	( B )	( C )
301	Cash Contribution	-		-
302	In-Kind Contribution	-		-
				-
<b>Total Cost Sharing/Match:</b>		-	-	-

**Note:** Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

## BUDGET DETAIL

### ADMINISTRATIVE COSTS

Account 101

Position Title/Activity	Annual Salary	No. of Months	% of Time	Total
TOTAL				-

### ADMINISTRATIVE COSTS: FRINGE BENEFITS

Account 102

Description	% Rate	Rate Applied to	Total
FICA			
Workmen's Compensation			
Health & Welfare Insurance			
Retirement or Pension			
Other SUI			
TOTAL			-

### ADMINISTRATIVE COSTS: OTHER

Account 103

Description	Quantity/Price	Total
		-
TOTAL		-

### ADMINISTRATIVE COSTS: IN-DIRECT

Account 118

Indirect Costs	Total	
TOTAL		-

### PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hour Salary	No. of Months	% of Time	Total
Deputy Director	90,460.00	12	10	9,046.00
Project Coordinator	48,000.00	12	12.5	6,000.00
Education Coordinator	52,528.00	12	12.5	6,566.00
Instructor/ Case Manager	47,440.00	12	12.5	5,930.00
Sr. Program Aide	30,992.00	12	50	15,496.00
Supervisor	30,992.00	12	100	30,992.00
TOTAL				74,030.00

### PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to	Total
FICA	7.65	74030	5,664.00
Workmen's Compensation	3.05	43039	1,312.00
Workmen's Compensation	32.9	30992	10,196.00
Health & Welfare Insurance		9883	9,884.00
Retirement or Pension	3	74031	2,220.00
Other SUI	6.2	42000	2,604.00
TOTAL			31,880.00

**TRAINING/TRAINING MATERIALS**

**Account 203**

Description	Quantity/Price	Total
Instructional Materials	40	-
	<b>TOTAL</b>	<b>-</b>

**OPERATING COSTS**

**Account 204**

Description	Quantity/Price	Total
Occupancy/ Office Space	12/255	3,060.00
Telephone	12/171	2,052.00
Office Supplies	12/76.15	914.00
	<b>TOTAL</b>	<b>6,026.00</b>

**SUPPORT SERVICE**

**Account 205**

Description	Quantity/Price	Total
	<b>TOTAL</b>	<b>-</b>

**PROGRAM - OTHER**

**Account 206**

Description	Quantity/Price	Total
Uniforms		
Hard Hat	40/9	360.00
Gloves	81/1	82.00
Goggles	41/4	166.00
Back Brace	17/24	404.00
T-Shirts (3)	120/7	870.00
Pants (2)	80/10	800.00
Boots (1)	40/41	1,624.00
Jacket (1)	32/51	1,628.00
Latex Gloves	3,000/.25	750.00
<b>Equipment</b>		
Litter Clean-up		
Brooms	15/27	404.00
Rakes	15/25	374.00
Dust Pans	15/5	76.00
Trash Bags		-
Litter Picker	15/35	526.00
Vehicle		
Insurance- (2 Stakebed Trucks)	12/500	6,000.00
Gas & Oil	12/333	4,000.00
	<b>TOTAL</b>	<b>18,064.00</b>

**CASH CONTRIBUTION**

**Account 301**

Description	Quantity/Price	Total

*[Handwritten Signature]*  
**ATTACHMENT B**  
**PAGE 4 OF 5 PAGES**

			TOTAL	-

**IN-KIND CONTRIBUTION**

**Account 302**

Description		Quantity/Price		Total
			TOTAL	-

<b>GRAND TOTAL</b>	<b>\$</b>	<b>130,000.00</b>
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