

LBUSD No. 4010.02
AUTUMN
BY
BOARD ACTION
SEP - 6 2011 By [Signature]

CONTRACT
32436

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of August 1, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 3, 2010, by and between LONG BEACH UNIFIED SCHOOL DISTRICT, a California public agency, with offices located at 1515 Hughes Way, Long Beach, California 90810, ("Provider") and the CITY OF LONG BEACH, a municipal corporation and administering entity for the Pacific Gateway Workforce Investment Network ("City").

1. Recitals. This Contract is made with reference to the following facts and objectives:

A. The Workforce Investment Network (Network) operates the Youth Opportunity Center to facilitate assistance with education completion, access to career and technical education and training, participation in internships and other work-based experiences; and

B. To maximize outreach in the communities covered by the Network and to deliver many of the above services prescribed by the Workforce Investment Act, the Network contracts with qualified community-based and educational institutions to deliver many of these intensive academic and vocational training program elements; and

C. Provider desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services; and

D. City is willing to utilize Provider for contract services to provide staffing services and various educational assistance to participants of the Long Beach Youth Career Academy;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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1. DOCUMENT INCORPORATION.

The following documents are attached hereto as exhibits and incorporated herein and made a part hereof by this reference as if set forth in full herein:

A. The United States Department of Justice Grant Notification ("Grant"), Exhibit "A", and any extension or continuation thereof or any grant agreement which is the successor thereto which authorizes program services to out-of-school youth and the documents incorporated therein and attachments thereto.

B. Provider's program description, statement of work to be performed, Provider's operation plan for participants, program conditions and standards for Provider's performance under this Contract (collectively, the "Statement of Work") attached hereto as Exhibit "B".

Provider and City agree to be bound by all the terms, conditions and provisions contained in the "Grant" and the "Statement of Work" (collectively, the "Contract Documents"). Provider hereby agrees to assume full responsibility for the performance of the operation, coordination and administration of such program pursuant to all the terms and conditions of the Contract Documents to the extent that said documents are applicable to the delivery of services by Provider hereunder; and the parties hereto agree to perform all duties, obligations and tasks to be performed by each party under the Contract Documents. In the event there is any conflict between the provisions of this Contract and the provisions of the "Grant", including the attachments thereto and the documents incorporated therein, as presently worded as or amended in the future, the parties agree that the provisions of the "Grant" shall control.

Provider shall provide program services to participants of the Long Beach Youth Career Academy in accordance with the provisions of the Contract Documents.

2. TERM.

The term of this Contract ("Term") shall be deemed to have commenced as of August 1, 2011, and unless sooner terminated pursuant to the provisions hereof, shall

1 terminate on July 31, 2012. Either of the parties hereto shall have the right to terminate
2 this Contract in its entirety at any time during the Term for any or no reason whatsoever
3 by giving fifteen (15) days prior written notice of termination to the other party. City shall
4 have the additional right to cancel any part of this Contract at any time during the Term
5 for any reason whatsoever by giving fifteen (15) days notice of such cancellation to the
6 Provider.

7 Notwithstanding the foregoing, the City shall have the right to terminate and
8 cancel this Contract without notice, in its sole discretion, if the action or non-action of
9 Provider subjects the City to liability, legal obligations or program operation obligations
10 beyond the liability and obligations under the Contract Documents. If this Contract is
11 terminated prior to the expiration of the term, Provider shall be reimbursed for all eligible
12 program costs which have accrued but not been paid through the effective date of
13 termination. Provider agrees to accept such amount, plus all amounts previously paid, as
14 full payment and satisfaction of all obligations of City to Provider.

15 3. CONTRACT AMOUNT AND PAYMENT.

16 The total amount which shall be payable by City to Provider for Provider's
17 services during the Term shall not exceed One Hundred Fifteen Thousand Dollars
18 (\$115,000.00).

19 The City shall, in due course, reimburse the Provider for the actual,
20 reasonable and necessary costs and expenses incurred by Provider in the performance
21 of this Contract which are authorized and approved by Exhibit "B" and are in accordance
22 with and pursuant to the Contract Documents. Such payments by the City shall be made
23 only from funds received by City under the "Grant" and shall be payable only after the
24 City receives said funds with which to make such payments.

25 Disbursement of funds received from the U.S. Department of Justice shall
26 be under the direction of the City Manager or his designee and shall be in accordance
27 with the provisions of this Contract and made pursuant to the "Grant" and any additional
28 procedures, regulations and reporting requirements which are established by the City that

1 do not conflict with applicable procedures, regulations and reporting requirements of the
2 U.S. Department of Justice.

3 4. RECORDS.

4 Records relating to the performance of this Contract shall be kept and
5 maintained by Provider in accordance with the manner and method prescribed by
6 applicable regulations and guidelines and City requirements, will be current, complete
7 and available for purposes of inspection and audit during business hours as deemed
8 necessary upon request by representatives of federal, state and local agencies.

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

14 5. FINANCIAL REPORTS.

15 Provider shall promptly distribute to the City Manager or his designee
16 copies of all correspondence including, but not limited to, financial, operational and
17 performance reports which Provider submits to or receives from the U.S. Department of
18 Education. Provider shall provide such other reports, documents or information as may
19 be requested or required by the City within three (3) days of written request. Final
20 payment to the Provider under this Contract will be paid only after the City has
21 determined that Provider has satisfactorily completed said vocational training.

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

1 6. INDEPENDENT PROVIDER STATUS.

2 It is distinctly understood that in the performance of this Contract, the
3 Provider shall at all times be considered a wholly independent Provider and that
4 Provider's obligations to and authority from the City are solely as are prescribed by this
5 Contract. Provider expressly warrants that it will not, at any time, hold itself out or in any
6 manner represent that Provider or any of its agents, volunteers, subscribers, members,
7 officers or employees are in any manner the officers, employees or agents of the City or
8 the Pacific Gateway Workforce Investment Board (Board), an unincorporated non-profit
9 association. Provider shall not have any authority to bind the City or Board at any time or
10 for any purpose. Provider nor any of Provider's officers, employees or agents shall have
11 any power or authority as agents or employees of the City or Board and shall not be
12 entitled to any of the rights, privileges or benefits of the City or Board employee.

13 7. ASSIGNMENT.

14 Provider shall not delegate its duties or assign its rights hereunder, either in
15 whole or in part, without the prior written consent of the City.

16 8. INDEMNIFICATION AND HOLD HARMLESS.

17 Provider expressly agrees to defend, protect, indemnify and hold Board, the
18 City, their respective officers, employees and agents ("indemnified parties"), free and
19 harmless from and against any and all claims, damages, expenses, loss or liability of any
20 kind or nature whatsoever growing out of, or resulting from the acts or omissions of
21 Provider, its officers, agents or employees in the performance of this Contract. Provider
22 shall, at its own cost, expense and risk, defend all claims or legal actions that may be
23 instituted against either the indemnified parties and Provider shall pay any settlement
24 entered into or satisfy any judgment that may be rendered against either the indemnified
25 parties as a result of said acts or omissions of Provider, its officers, agents or employees
26 in the performance of this Contract.

27 9. EMPLOYMENT TRAINING ACT CLAUSES.

28 Contractor shall administer contract within the policies and procedures

1 mandated by the Workforce Investment Act of 1998 and the Network and agrees to
2 comply with the following contract clauses, as applicable, during the duration of the
3 contract period:

- 4 A. Compliance with requirements and/or regulations related to
- 5 patent rights, copyrights, and rights in data;
- 6 B. Maintenance of records for 7 years;
- 7 C. The Equal Employment Opportunity Act provisions;
- 8 D. The Americans with Disabilities Act of 1990;
- 9 E. The Contract Work Hours and Safety Standards Act;
- 10 F. The Clean Air Act and Environmental Protection Agency
- 11 regulations;
- 12 G. The Energy Policy Conservation Act;
- 13 H. The Bryd Anti-Lobbying Amendment;
- 14 I. Veteran's Priority Provisions;
- 15 J. Whistle Blower Protection;
- 16 K. Buy American Requirements.

17 10. INSURANCE.

18 Concurrent with the execution of this Contract by Provider, as a condition
19 precedent to the effectiveness of this Contract, and in partial performance of the
20 obligations of indemnity assumed by Provider under Section 8 above, Provider shall
21 procure and maintain during the Term at Provider's expense.

- 22 A. Comprehensive General Liability in an amount not less than
- 23 Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or
- 24 Four Million Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal
- 25 injury and property damage. The indemnified parties shall be covered as
- 26 additional insureds in respects to liability arising out of activities performed by or
- 27 on behalf of the Provider and coverage shall be in a form acceptable to the Risk
- 28 Manager of the City ("Risk Manager").

1 B. Automobile Liability in an amount not less than Five Hundred
2 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily
3 injury and property damage covering owned, non-owned and hired vehicles.

4 C. Workers' Compensation as required by the Labor Code of the
5 State of California and Employers' Liability Insurance with limits of One Million
6 Dollars (\$1,000,000.00) per occurrence.

7 D. Accidental Medical, Death and Dismemberment Insurance for
8 all participants not entitled to workers' compensation benefits under the provisions
9 of Section 3700 of the Labor Code of the State of California, unless this
10 requirement has been waived in writing by the Risk Manager. Said insurance shall
11 have limits of not less than One Hundred Thousand Dollars (\$100,000.00)
12 Accident Medical and Twenty-Five Thousand Dollars (\$25,000.00) Accidental
13 Death and Dismemberment.

14 E. Blanket Honesty or Comprehensive Crime Bond in an amount
15 of fifty percent (50%) of sums payable under this Contract, or Twenty-Five
16 Thousand Dollars (\$25,000.00), whichever is higher, to safeguard the proper
17 handling of funds by those employee's agents or representatives of the Provider
18 who sign as the maker of checks or drafts or in any manner authorize the
19 disbursement or expenditure of said funds.

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

25 The insurance required hereunder shall be placed with carriers admitted to
26 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
27 Best Company and may be subject to such self-insurance or deductible as may be
28 approved by the Risk Manager. Any subcontractors which Provider may use in the

1 performance of services under this Contract shall be required to maintain insurance in
2 accordance with the requirements of this section.

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

13 11. NON-DISCRIMINATION.

14 A. In connection with performance of this Agreement and subject
15 to applicable rules and regulations, Consultant shall not discriminate against any
16 employee or applicant for employment because of race, religion, national origin,
17 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
18 disability. Consultant shall ensure that applicants are employed, and that
19 employees are treated during their employment, without regard to these bases.
20 These actions shall include, but not be limited to, the following: employment,
21 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
22 termination, rates of pay or other forms of compensation, and selection for training,
23 including apprenticeship.

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. Consultant shall report to City in May and in December or, in the case of
3 short-term agreements, prior to invoicing for final payment, the names of all
4 subconsultants and contractors hired by Consultant for this Project and information
5 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
6 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
7 637).

8 12. NOTICES.

9 All notices required or given pursuant to the provisions hereof may be
10 served either by:

11 A. Mail service. Enclosing the same in a sealed envelope
12 addressed to the party intended to receive the same at the address indicated
13 herein and deposited postage prepaid, in the U.S. Postal Service as certified mail,
14 return receipt requested, or

15 B. Personal service. Such notices shall be effective on the date
16 personal service is effected or the date of the signature on the return receipt. For
17 the purposes hereof, the address of the City and the proper party to receive any
18 such notices in its behalf is the City Manager, City Hall, 333 West Ocean
19 Boulevard, Long Beach, California 90802; and Provider's address for service of
20 any such notices shall be Long Beach Unified School District, 1515 Hughes Way,
21 Long Beach, California 90810, Attention Connie L. Jensen, Telephone (562) 997-
22 8644, Fax. No. (562) 997-8649.

23 13. CONTRACT ADMINISTRATION.

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

27 14. ENTIRE AGREEMENT.

28 This document fully expresses all understandings of the parties concerning

1 all matters covered and shall constitute the total Agreement. Except for the adjustments
2 of Exhibit "B" as provided above, no addition to or alteration of the terms of this Contract
3 whether by written or oral understanding of the parties, their officers, agents or
4 employees shall be valid unless made in writing and formally adopted in the same
5 manner as this Contract.

6 15. CAPTIONS AND ORGANIZATION.

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

11 16. TAX REPORTING.

12 As required by federal and state law, City is obligated to and will report the
13 payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely
14 responsible for payment of all federal and state taxes resulting from payments under this
15 Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN),
16 or Consultant's Social Security Number if Consultant does not have an EIN, in writing to
17 City's Accounts Payable, Department of Financial Management. Consultant
18 acknowledges and agrees that City has no obligation to pay Consultant until Consultant
19 provides one of these numbers.

20 17. AUTHORIZATION TO EXECUTE.

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

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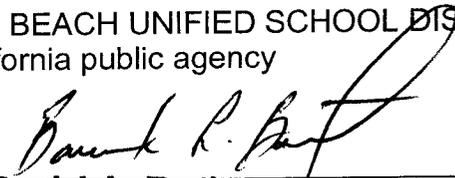
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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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.

LONG BEACH UNIFIED SCHOOL DISTRICT,
a California public agency

Sept. 7, 2011

By 
Barrick L. Bartlett
Purchasing & Contracts Director
Type or Print Name

Sept. 8, 2011

By 
Vickie Swan
Asst Purchasing & Contracts Director
Type or Print Name

"Provider"

CITY OF LONG BEACH, a municipal, and
administering entity for the Pacific Gateway
Workforce Investment Network corporation

9.30, 2011

By  **Assistant City Manager**
City Manager

"City"

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

The foregoing Contract is hereby approved as to form this 22nd day of September, 2011.

ROBERT E. SHANNON, City Attorney

By 
Deputy



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 4

PROJECT NUMBER 2010-JL-FX-0532

AWARD DATE 08/19/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 4

PROJECT NUMBER 2010-JL-FX-0532

AWARD DATE 08/19/2010

SPECIAL CONDITIONS

8. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
9. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
10. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
11. The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.
12. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at <https://grants.ojp.usdoj.gov/>.
13. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in accordance with the requirements of 28 CFR Section 22.23 to OJJDP for approval.
14. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
15. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 4

PROJECT NUMBER 2010-JL-FX-0532

AWARD DATE 08/19/2010

SPECIAL CONDITIONS

16. As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this grant who is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.
17. The award recipient will not be permitted to draw down any funds for any research or statistical activity or project involving the collection, use, analysis, transfer, or disclosure of information identifiable to a private person until: (1) a Privacy Certificate has been submitted to and approved by OJJDP in accordance with the requirements of 28 CFR Part 22, (2) removal of this special condition has been authorized by OJP, and (3) a Grant Adjustment Notice has been issued removing this special condition.
18. The award recipient will not be permitted to draw down any funds for any research involving human subjects until: (1) it has submitted adequate documentation to demonstrate that it will conduct or perform research involving human subjects in accordance with an approved Federal-wide assurance issued by HHS or a Single Project Assurance issued by OJP/NIJ; (2) the research has been determined, by an appropriate IRB (or the Office of the General Counsel/ OJP), to be an exempt research activity, or has been reviewed and approved by an appropriate IRB in accordance with the requirements of 28 CFR Part 46; (3) an OJP Human Subjects Protection Officer has authorized, in writing, removal of this special condition; and (4) a Grant Adjustment Notice has been issued removing this special condition.

EXHIBIT B

STATEMENT OF WORK LONG BEACH YOUTH CAREER ACADEMY CAMP-TO-COMMUNITY PROGRAM

SUBCONTRACTOR: Long Beach Unified School District
1515 Hughes Way
Long Beach, CA 90810
(Hereinafter referred to as "Vendor")

CONTRACT TERM: August 1, 2011 – July 31, 2012

CONTRACT AMOUNT: \$115,000

NUMBER SERVED: 60 Participants

FUNDING AGENCY: City of Long Beach, Administrative Entity of the
Pacific Gateway Workforce Investment Network

The Long Beach Youth Career Academy, Camp-to-Community program is funded by the Department of Justice and administered by the Pacific Gateway Workforce Investment Network (Pacific Gateway), an administrative entity of the City of Long Beach. The Long Beach Unified School District, herein after referred to as the Vendor, shall administer the program services described herein on behalf of Pacific Gateway.

I. PROJECT SUMMARY

The Camp-to-Community Program (Program) will provide work readiness and job training, academic assistance, and mentoring services to youth ages 14 – 18 returning to the Long Beach/Signal Hill area from a regional Los Angeles County Juvenile Justice operated Probation Camp. The Program will address the need for coordinated efforts between the Los Angeles County Probation Department, the Network, and the Vendor. Pacific Gateway will provide overall project management, oversight, and case management through its Youth Opportunity Center. Vendor will provide ongoing case management through identified intervention specialists. For the hard-to-serve youth population, services will be provided with flexibility to ensure that requirements are met in each area – education, employment, and juvenile justice.

The Vendor shall provide a comprehensive approach to serving youth released from local juvenile justice facilities will ensure smooth transitions returning to and staying in secondary school, engaging in employment and training activities, and receiving mentoring services by older youth enrolled at local colleges and universities. Staff will ensure participating youth are connected to academic services and re-enter the academic environment knowing they are supported and on-track for meeting their goals. The Vendor will work with the Network to ensure engagement in employment services and facilitate mentoring opportunities to help youth meet their goals of graduation, employment, and self-sufficiency.

The Vendor will target eligible youth ages 14-18 who are involved in the Los Angeles county juvenile justice system as camp returnees with one or more of the following characteristics:

1. Reading/Math below grade level;
2. Deficient school credits for graduation;
3. Have not passed CAHSEE or completed Algebra I in order to graduate;
4. Deficient service learning hours (under 40 hours) (as defined by LBUSD);
5. Lacks knowledge of school works and successful navigate in a learning culture;
6. Difficulty with anger management and solid conflict resolution skills;
7. Individual Education Plan identifies Special Education while incarcerated;
8. Gang member, gang affiliate or highly at-risk of becoming gang involved.

II. PROGRAM PERFORMANCE REQUIREMENTS

The Vendor will provide an academic-specific orientation that will include an overview of the educational process, guidance for credit recovery, ongoing academic case management, coordination of service learning opportunities, and other information appropriate to the educational pathway. Throughout the duration of the project, the Network will coordinate all phases and oversee service delivery.

Transition Phase – Recruitment and Enrollment

- **Network Responsibilities**
 - Outreach and Recruitment
 - Eligibility Determination and Enrollment
 - Coordination with Probation Staff and Vendor Staff
 - Individual Case Management
 - Facilitation of Development of the Individual Service Strategy
- **Vendor Responsibilities**
 - Outreach and Recruitment
 - Coordination with Probation Staff, Vendor Agency Staff, and Network Staff
 - Individual Case Management
 - Development of Individual Service Strategy in Coordination with any established Individual Education Plan

Stabilization Phase – Return to School

- **Network Responsibilities**
 - Coordination of Services with Mentoring Vendor
 - Provision of Supportive Services and Program Incentives
- **Vendor Responsibilities**
 - Academic Advising / Counseling
 - Education Completion / Credit Recovery
 - Tutoring Assistance
 - Service Learning
 - Personal / Leadership Development
 - Coordination of Mentoring Services

Concurrent Services Phase – Work Readiness and Follow-up

- **Pacific Gateway Responsibilities**
 - Coordination of Services with Mentoring Vendor
 - Provision of Supportive Services and Program Incentives
 - Connection to High-Wage, High Growth Career Pathways
 - Career Awareness and Exploration
 - Hire-A-Youth Employment Program

- Coordination with Current WIA Youth Program Subcontractors
- Work Experience/ Internships
- Vendor Responsibilities
 - Academic Advising / Counseling
 - Education Completion / Credit Recovery
 - Service Learning
 - Personal / Leadership Development
 - Coordination of Mentoring Services

The Vendor must maintain documentation relative to the training and community service activities coordinated and provided to participants, as appropriate. Such documentation would include information relative to any service/program referrals and training/activity outcomes (e.g., attendance records, sign-in sheets, pre/post assessments, case notes).

III. TECHNICAL ASSISTANCE & MANDATORY MEETINGS

Pacific Gateway shall provide program and administrative assistance to Vendor to ensure that project goals are met. This includes grant overview and technical assistance. Vendor will be required to participate as an active and vested partner in mandatory meetings, trainings, and staff development sessions as appropriate.

IV. PROGRAM AND FINANCIAL REPORTING/INVOICING

The Vendor must, prior to July 31, 2012, submit all outcomes to Pacific Gateway staff. These outcomes may include, but not limited to, educational attainment, credit recovery, service learning, mentoring, and employment information.

Payments will be based upon the satisfactory achievement of the agreement and/or availability of USDOJ funds. Vendor will ensure invoices are accurate and submitted on 15th of each month to Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Mildred Mota.

V. CONTINUATION OF CONTRACT

Continuation of this contract is contingent upon the satisfactory achievement of services as determined by Pacific Gateway and/or availability of USDOE funds. If the Vendor cannot fulfill the obligations of this contract, the Vendor must notify Pacific Gateway's Program Manager in writing.

VI. CONTRACT MANAGEMENT

Pacific Gateway shall compare on a quarterly basis, planned program enrollment and expenditure levels with actual program enrollment and expenditures levels. If the Vendor is 10% or more below planned enrollment levels and/or expenditure levels at the end of the quarter or any quarter thereafter, the Vendor and Network may implement a plan for achieving the enrollment goals of the program. Actual program enrollment analysis will be based on a review of planned levels as documented on this Statement of Work. Actual expenditure level analysis will be based on a review of planned levels as documented on the Vendor's Budget attached hereto.

VII. FINAL PROJECT SUMMARY REPORT

The Vendor is required to submit final billing and a final report to the Network within thirty (30) days of the completion of contract – by July 31, 2012. At minimum the report shall address the following:

1. Brief description of services offered
2. Number of enrollments
3. Performance outcomes met
4. List of collaborating partners utilized and services provided by each
5. Recommendations for year two of the program
6. Final close-out invoice with total funds awarded and expended

Exhibit C

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

PROJECT BUDGET FOR CAMP-TO-CAREER ACADEMY (DEPARTMENT OF JUSTICE)

ORGANIZATION INFORMATION

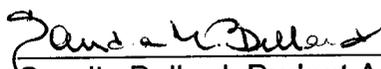
NAME: Long Beach Unified School District
ADDRESS: 1515 Hughes Way Long Beach, CA 90810
PHONE: 562.997.8644
FAX: 562.997.8649
EMAIL: CLJensen@lbschools.net
CONTACT: Connie Jensen

AGREEMENT INFORMATION

BUDGET PERIOD: 8/1/2011 – 7/31/2012
EFFECTIVE DATE: 8/1/2011
CONTRACT NO.: _____

FUNDING SOURCE: Department of Justice Grant Funds
PROJECT NAME: Camp-to-Career Academy

Fiscal Approval / Date:
Print Name:

 7/27/11
Saudia Bellard, Budget Analyst

PROJECT BUDGET

1 Program Intervention Specialist

Salary: \$86,707.96

Benefits: \$28,292.04

*Benefits include FICA, Workers Compensation Health & Welfare, Retirement/Pension, Other SUI, and Miscellaneous Staff Fringes

Total: \$115,000