

32221

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON **June 30, 2011**, between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the **CITY OF LONG BEACH**, hereinafter referred to as **AGENCY**.

RECITALS

1. **DEPARTMENT** and **AGENCY**, pursuant to Section 134 of Title 23 of the United States Code (23 USC 134) and Section 450.104 of the Title 23 of Code of Federal Regulations (23 CFR 450.104), are authorized to enter into this FTA pertaining to Federal funding for Transportation studies and planning within the regional area under the jurisdiction of **AGENCY**.
2. **AGENCY** has agreed to implement **The Pacific Gateway Workforce Investment Network/City of Long Beach**, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work and Cost Estimate) is attached hereto as Attachment III.
3. The resolution authorizing **AGENCY** to execute this FTA pertaining to above described Project is attached hereto as Attachment II.
4. All services performed by **AGENCY** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **AGENCY** laws, ordinances, regulations; **DEPARTMENT's** encroachment permits; and **DEPARTMENT'S** published manuals, policies, and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
FED	DISTRICT 88	\$130,000.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code section 10295.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in Attachment III.

SECTION II

DEPARTMENT AGREES:

DEPARTMENT agrees that when conducting an audit of the costs claimed by **AGENCY** under the provisions of this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** performed pursuant to the provisions of applicable State and Federal laws.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **DEPARTMENT** agree as follows:

1. Notification of Parties

- a. **AGENCY's** Project Manager is **Bryan Rogers, (562) 570-4788.**
- b. **DEPARTMENT's** Contract Manager is **Paula Roberson, (916) 324-8379.**
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Long Beach
Pacific Gateway Workforce Investment Network
Attention: Bryan Rogers
Executive Director
3447 Atlantic Avenue
Long Beach, CA 90806

California Department of Transportation
DISTRICT 88/DIVISION - OBEO
Attention: Paula Roberson
1823 14th Street, MS 79
Sacramento, CA 95811

2. Period of Performance

Reimbursable work under this FTA shall begin no earlier than on **June 30, 2011**, contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on **June 29, 2012.**

3. Changes in Terms/Amendment

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Termination

This FTA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **AGENCY** will include all allowable authorized non-cancelable obligations and prior costs incurred.

5. Cost Limitation

- a. The total amount reimbursable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed **\$130,000.00.**
- b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as

authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. **Allowable Costs**

- a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment III without prior written agreement between **DEPARTMENT** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
DISTRICT 88/DIVISION - OBEO
Attention: Paula Roberson
1823 14th Street, MS 79
Sacramento, CA 95811
- e. Invoices shall include the following information:
 1. Names of the **AGENCY** personnel performing work
 2. Dates and times of service
 3. Locations of service
 4. Description of Work
 5. Work Deliverable(s)
 6. Task(s)
 7. Rates & Changes

7. **Reports**

- a. **AGENCY** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT's** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- c. **AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **DEPARTMENT's** Contract Manager.

8. **Local Match Funds**

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA pursuant to Government Code section 14529.17 or by prior executed SB 2800 FTA for Local Match Fund Credit.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds (other than state or federal funds), if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment III or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **AGENCY** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. **Cost Principles**

- a. **AGENCY** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management

and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

- d. **AGENCY** agrees to include Project in the schedule of projects to be examined in **AGENCY**'s annual audit and in the schedule of projects to be examined under any single audit prepared in accordance with Office of Management and Budget Circular A-133.
- e. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **DEPARTMENT** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with Office of Management and Budget Circular A-87 and Local Program Procedures Manual (LLP 04-10).

10. Americans with Disabilities Act

By signing this FTA, **AGENCY** assures **DEPARTMENT** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

- a. Neither **DEPARTMENT** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY** and/or its agents under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this Agreement. It is understood and agreed that **AGENCY** and/or its agents shall fully defend, indemnify and save harmless **DEPARTMENT** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY** and/or its agents under this Agreement.
- b. Neither **AGENCY** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **DEPARTMENT** and/or its agents, under or in connection with any work, authority or jurisdiction conferred upon **DEPARTMENT** under this Agreement. It is understood and agreed that **DEPARTMENT** and/or its agents shall fully defend, indemnify and save harmless **AGENCY** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **DEPARTMENT** and/or its agents under this Agreement.

12. **Non-Discrimination**

- a. During the performance of this FTA, **AGENCY** and all of its subcontractors and its subrecipients, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **AGENCY**, its subcontractors, and subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **AGENCY**, its subcontractors and subrecipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. **AGENCY**, its subcontractors, and subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.
- b. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.
- c. Appendix A, relative to nondiscrimination on federally assisted projects is included as Article 30.
- d. **AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405 (b) are applicable to this FTA and enforceable against **AGENCY** by this reference.

13. **Funding Requirements**

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.
- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **DEPARTMENT** has the option to void this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **AGENCY** costs in accordance with the provisions of Article 4 of this Section III.

14. Records Retention

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.
- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **AGENCY**, **AGENCY's** contractors, subcontractors, and sub-recipients and **DEPARTMENT** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **AGENCY** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its contractors, subcontractors, and sub-recipients will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **DEPARTMENT**, for the purpose of any investigation to ascertain compliance with this FTA.

15. Disputes

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **DEPARTMENT** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**.

- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the FTA.

16. Subcontractors

AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **DEPARTMENT's** Contract Manager unless expressly included (subcontractor identified) in Attachment III as part of the identified Project work. Any subcontract in excess of \$25,000 entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **AGENCY's** subcontractors.

17. Third Party Contracting

- a. **AGENCY** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this FTA without the prior written approval of **DEPARTMENT**. Contracts awarded by **AGENCY**, if intended as local match credit, must meet the requirements set forth in this FTA regarding local match funds.
- b. Any subcontract entered into by **AGENCY** as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.
- c. If local match is a requirement of these funds, **AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this FTA in the same manner as is required of all other Project expenditures.
- d. In addition to the above, the preaward requirements of third party contractor/consultants with local agencies must be consistent with Local Program Procedures (LPP 00-05).

18. Disadvantaged Business Enterprise

AGENCY agrees to carry out the applicable requirements of Title 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs" in the award and administration of federally assisted Contracts for work performed under this FTA. **AGENCY**, in the administration of its contracts, shall adopt practices that are consistent with the **DEPARTMENT's** DBE Program Plan.

19. Drug-Free Workplace Certification

By signing this FTA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and

specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. The person's or organization's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 1. Will receive a copy of the company's drug-free policy statement, and
 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **DEPARTMENT** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

20. Relationship of Parties

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

21. Equipment Purchase (By AGENCY)

- a. Prior authorization in writing by the **DEPARTMENT** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or subagreement exceeding \$500 for supplies, equipment, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment III) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **DEPARTMENT's** Contract Manager.
- c. Any equipment purchased as a result of this FTA is subject to the following: **AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this FTA. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (in accordance with

established **DEPARTMENT** procedures for its purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **DEPARTMENT** upon request by **DEPARTMENT**.

- d. At the conclusion of the FTA, or if the FTA is terminated, **AGENCY** may either keep the equipment and credit **DEPARTMENT** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **DEPARTMENT** procedures and credit **DEPARTMENT** in an amount equal to the sales price. If **AGENCY** elects to keep the equipment, fair market value shall be determined, at **AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **DEPARTMENT** and **AGENCY**. If **AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **DEPARTMENT**.
- e. CFR 49, Part 18.32 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- f. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Article.

22. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **AGENCY** for a Project facility unless **AGENCY** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

23. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **DEPARTMENT** owned or **DEPARTMENT** occupied buildings per section 13108 of the Health and Safety Code. When applicable, **AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with California facility fire protection standards.

24. Environmental Clearance

Environmental clearance of Project by **AGENCY** and/or **DEPARTMENT** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code

section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

25. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" that constitutes construction, alteration, demolition, installation, repair or maintenance, **AGENCY** must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations, and coverage determinations issued by the Director of Industrial Relations. **AGENCY** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **AGENCY's** own forces is exempt from the Labor Code's prevailing wage requirements.

26. Prevailing Wage Requirements in Subcontracts

AGENCY shall require its contractors and subcontractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **AGENCY's** contracts.

27. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **DEPARTMENT** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this FTA.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity

and security as established for the original data file(s). (State Administrative Manual (SAM) section 5335.1

28. Project Close Out

- a. The FTA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the FTA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.
- b. **DEPARTMENT** reserves the right to withhold final payment to **AGENCY** pending receipt of final deliverable(s) by the **DEPARTMENT's** Contract Manager.

29. Federal Lobbying Activities Certification

- a. **AGENCY** certifies, to the best of its knowledge and belief, that:

No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the **AGENCY**, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding of this FTA, State or Federal grant, the making of any related State or Federal loan, the entering into of any FTA supported contract or agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal FTA contract, grant, loan, or agreement.
- b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this FTA, **AGENCY** shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this FTA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. **AGENCY** also agrees, by signing this FTA, that the language of this certification shall be included in all lower tier subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly within each subcontract.

30. Appendix A

During the performance of this FTA, **AGENCY**, for itself, its assignees and successors in interest (hereinafter referred to as **AGENCY**) agrees as follows:

- a. **Compliance with regulations:** **AGENCY** shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of

Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- b. **Nondiscrimination:** **AGENCY**, with regard to the Project work performed by it during the term of the FTA, shall act in accordance with Title VI. Specifically, **AGENCY** shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, and sub-recipients including the procurement of materials and leases of equipment. **AGENCY** shall not participate either directly or indirectly in any form of discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when the FTA is intended to address a program whose goal is employment.
- c. **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by **AGENCY** for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by **AGENCY** of the **AGENCY's** obligations under this FTA and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** **AGENCY** shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by **DEPARTMENT** or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, **AGENCY** shall so certify to **DEPARTMENT**, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of **AGENCY's** noncompliance with the nondiscrimination provisions of this FTA, **DEPARTMENT** shall impose such sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to **AGENCY** under this FTA until the **AGENCY** complies, and/or
 - (2) cancellation, termination, or suspension of this FTA, in whole or in part.
- f. **Incorporation of Provisions:** **AGENCY** shall include the provisions of paragraphs (a) through (f) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. **AGENCY** will take such action with respect to any subcontractor or procurement as **DEPARTMENT** or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a

result of such direction, **AGENCY** may request **DEPARTMENT** to enter into such litigation to protect the interest of the State, and, in addition, **AGENCY** may request the United States to enter into such litigation to protect the interest of the United States.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. Accounting & Audit Guidelines
- II. **AGENCY** Resolution
- III. Scope of Work

- A. Supportive Service Matrix
- B. Construction Jobs Initiative (CJI) MIS Application
- C. Construction Jobs Initiative (CJI) Enrollment Form
- D. Construction Jobs Initiative (CJI) MIS Exit Form

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: Mapula Couley

Title: Contract Officer

Date: _____

CITY OF LONG BEACH

Assistant City Manager

By: Patrick H. West EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Title: City Manager

Date: 6.7.11

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM
June 6, 2011
ROBERT E. SHANNON, City Attorney
By: Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

ATTACHMENT I

ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH DEPARTMENT

INTRODUCTION

The purpose of this information is to outline for you, a potential contractor with the California State Department of Transportation (DEPARTMENT), and the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system, which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

DEPARTMENT reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with DEPARTMENT must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to DEPARTMENT are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals

- f. Chart of accounts
- g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to DEPARTMENT to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank

statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with DEPARTMENT are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the DEPARTMENT Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and DEPARTMENT management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by DEPARTMENT management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to DEPARTMENT.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, DEPARTMENT has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31
This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

Washington D.C.	(202) 783-3238
San Francisco	(415) 512-2770
Los Angeles	(213) 239-9844

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Office of State Publishing
Department of General Services

(916) 445-2295

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building

914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

DEPARTMENT is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with DEPARTMENT are responsible for taking necessary and reasonable steps to achieve these same goals.



CITY OF LONG BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT

R-23

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802

August 4, 2009

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager to execute all necessary documents with the United States and the State of California Departments of Transportation in an amount totaling \$130,000 to provide training and placement services in construction and other building trades; and to execute any needed subsequent amendments.
(Citywide)

DISCUSSION

On March 18, 2008, the City Council approved the acceptance of a grant from the United States Department of Transportation's Federal Highways Administration via the State Department of Transportation (Caltrans) in the amount of \$447,000 to provide construction trades training to residents through the Workforce Investment Network (Network). This construction trades training program was developed to meet the construction industry's need for skilled workers and provide low-income residents a range of rewarding career options in construction. The funding has supported community needs through the provision of intensive work/life skills training, basic skills tutoring, industry certifications and assistance in preparing to enter union apprenticeships. In March, the Network received an additional \$100,000 for a total of \$547,000 to augment training for residents.

Concurrent to the adoption of the economic stimulus legislation, the Network was invited to apply for anticipated federal American Recovery and Reinvestment Act (ARRA) funds in partnership with the State. A grant award of \$130,000 in ARRA funds to the Network was announced in July to supplement the above Construction Apprenticeship Pathways (CAP) program.

The Network will continue its partnerships with the Los Angeles Unified School District's Harbor Occupational Center and Creation World Safety, Inc., as well as various workshops presenters, to ensure that ancillary project outreach, case management, and job development services in conjunction with Center for Working Families staff overseeing the project are provided to residents and businesses. For this year, approximately 115 individuals will be enrolled in the CAP program focusing on training and placement activities.

HONORABLE MAYOR AND CITY COUNCIL
August 4, 2009
Page 2

This letter was reviewed by Deputy City Attorney Gary J. Anderson on July 16, 2009 and by Budget and Performance Management Bureau Manager, David Wodynski on July 15, 2009.

TIMING CONSIDERATIONS

City Council action is requested on August 4, 2009 in order to facilitate processing of required documents.

FISCAL IMPACT

Sufficient funds are currently appropriated in the Community Development Grants Fund (SR 150) in the Department of Community Development (CD). This appropriation will support the estimated initial outlays in FY 09. Funding for next fiscal year's activities will be requested in FY 10. There is no impact to the General Fund.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



DENNIS J. THYS
DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT

DJT:BSR:JCL:mh
8-4-09 FHWWY Grant v2.doc

APPROVED:



PATRICK H. WEST
CITY MANAGER



City of Long Beach

Legislation Details

File #: 09-0783 **Version:** 1 **Name:** CD-Training and Placement-Federal Hwys Admin
Type: Contract **Status:** CCIS
File created: 7/16/2009 **In control:** City Council
On agenda: 8/4/2009 **Final action:** 8/4/2009
Title: Recommendation to authorize City Manager to execute all necessary documents with the United States and the State of California Department of Transportation in the amount totaling \$130,000 to provide training and placement services in construction and other building trades; and to execute any needed subsequent amendments. (Citywide)
Sponsors: Community Development
Indexes: Contracts
Code sections:
Attachments: 080409-R-23sr.pdf

Date	Ver.	Action By	Action	Result
8/4/2009	1	City Council	approve recommendation	Pass

RE: "ARRA I" GRANT;
 GIVES AUTHORITY THROUGH
 AMENDMENT TO EXECUTE,
 ACCEPT \$ FOR "ARRA II"

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

Administered by the CITY OF LONG BEACH

CONSTRUCTION APPRENTICESHIP PATHWAYS

A. PROGRAM GOALS

The program will provide hands-on construction training, on-the-job training, and intensive placement activities to increase the level of skills needed in the construction industry for low-income individuals, minorities, women, veterans, individuals recovering from substance abuse, and offenders.

B. RESULT-ORIENTED OBJECTIVES

Construction Apprenticeship Pathways (CAP) Training Program goals for the one-year project period are as follows:

- 1) 85 individuals will be enrolled in Training, Intensive Placement and/or Individualized Job Search activities
 - 25 will be enrolled in Construction Apprenticeship Pathways Pre-Apprenticeship or Specialized Construction Hands-on Training
 - 40 individuals will be enrolled in Intensive Placement activities
 - 20 will receive Individualized Job Search Support to match existing skills sets with available/emerging job opportunities
- 2) 66 individuals will successfully complete training, placement, and job search activities
 - All individuals completing training will receive certification in OSHA 30, Confined Spaces, Hazardous Waste Operation and Emergency Response, Trenching and Shoring, and/or CPR First Aid.
 - 53 individuals will be placed in the construction trades/apprenticeships
- 3) Overall, 43 individuals will retain employment for, at minimum, ninety (90) days

C. SCOPE OF WORK

Narrative & Timeline for Activities/Services

In order to address the skills deficiencies noted above, the Network's CAP Training Program will incorporate vocational and hands-on training, basic skills enrichment, life skills training, employment preparation services, on-the-job training, job search, and intensive placement activities for a total of 85 individuals during the project period. The Network will conduct one (1) Construction Apprenticeship Pathways (CAP) pre-apprenticeship training cycle for 25 individuals. In addition, a total of 40 individuals will receive Intensive Placement Assistance (including industry certifications). It is also anticipated that two (2) On-the-Job Training agreements will be entered.

For this Agreement, job placement is defined as one or more of the following:

- 1) Unsubsidized employment in highway construction or skilled trade-related occupations;
- 2) Enrollment in an approved State Division of Apprenticeship Standards Apprenticeship Program, with an emphasis on placing trainees with construction contractors who are participating in highway construction, transit or other public works jobs; or

- 3) Employed with a construction contractor on any construction project in a non-management capacity. This type of placement will be considered only after it has been determined and documented that the previous alternatives are not successful for the individual.

Placements will be targeted in, but not limited to, the following occupations:

- Carpenters
- Construction Laborers
- Iron Workers
- Pile Drivers
- Lead Abatement
- Cement Masons
- Electricians
- Operating Engineers
- Pipefitters
- Plumbing

Program Activities/Services

The program activities outlined below are designed to achieve the program objectives and include the following:

1) Outreach and Recruitment

Outreach efforts will target low-income individuals, minorities, women, individuals recovering from substance abuse, and offenders (felons and non-felons) from the Los Angeles Region and northern Orange County (with a focus on the Cities of Long Beach, Signal Hill, Torrance, Lomita, San Pedro, Wilmington, Harbor Gateway, and Harbor City) who have the interest, aptitude and motivation to prepare themselves for careers in the high paying skilled construction trades. The Network will use the above criteria as general guidelines in determining eligibility for enrollment in the training program. The Network will also consider other relevant criteria in determining a resident's eligibility for training.

Recruitment strategies will target individuals residing within federal Targeted Employment Areas (TEAs). Designated TEAs are defined by the US Department of Housing and Urban Development as having 51 percent or more of its residents living at low or moderate-income levels due to long-term unemployment.

Outreach and recruitment will be accomplished primarily through partners involved with the delivery of services at the local One-Stop Career Centers – the Career Transition Center, the Torrance Career Center, the Harbor WorkSource Center, faith-based organizations, and community organizations. One-Stop Career Centers provide job seekers with the tools necessary to compete in today's labor market. Programs and services of numerous agencies are available and represented to make job seekers' career transitions the smoothest possible. One-Stop and community partners involved in outreach and recruitment activities specific to this project will include the Conservation Corps and the Long Beach Job Corps, Long Beach Housing Authority, and the Neighborhood Services Bureau, which oversees Community Development Block Grant services. In addition, outreach materials and announcements will be distributed through email notices distributed through Neighborhood Associations and the Long Beach Youth Services Network, reaching an audience of 2,200 individuals. To ensure materials are effective in reaching the diverse population of the area, outreach materials will be available in English, Spanish, and Khmer languages and will be distributed through the TEAs, housing communities, neighborhood associations, and One-Stop Career Center partners.

2) Orientation

Each individual will be provided an orientation to program and options, which will include an overview of program services, job opportunities and career ladders available in the construction trades, and an evaluation of academic gaps, vocational history, career interests, motivation, goals,

and barriers to employment. Upon acceptance into the program individuals will be provided with a group orientation/overview to provide specific detail about the program, expectations, complete a training commitment agreement, media release, review code of conduct (behavioral expectations and attire, timeliness), review the training activity schedule, and answer any questions related to program elements (see below for additional details).

3) Assessment

Employment Specialists will document each individual's needs through an assessment of skills and barriers. For certain individuals, this may include a formalized assessment focused on specific occupational skills and aptitudes. The assessment results will assist Employment Specialists initiate an Individual Employment Plan (IEP). Individuals not found to be suitable and/or ineligible for participation will be referred to other programs, training options, agencies, and services based upon the individual's needs and circumstances.

4) Eligibility Determination

The Eligibility Analyst will conduct formal program eligibility determinations. Documentation collected will ensure sufficient data is entered into the Network's database to support monitoring of targeted enrollment goals and performance outcomes. All germane documentation supporting eligibility will be maintained electronically.

5) Construction Related Training

As noted above, the Program will incorporate vocational and hands-on training, basic skills enrichment, and employment preparation services through one (1) CAP training cycle, use of OJT training agreements, and two (2) Intensive Placement Assistance cycles, which include Life Skills, Certification Training, and other intensive placement activities.

Construction Apprenticeship Pathways (CAP) Pre-Apprenticeship Training

Each CAP training cycle will cover a maximum of eleven (11) weeks of full-time training combined with hands on assignments, life skills training, and trade math instruction. The varied training elements will be conducted by Network staff, Forward Step, Harbor Occupational Center, and Creation World Safety, Inc. To ensure trainees are prepared for the physical demands of the construction trades, individuals will receive one hour of physical fitness training per day during the two weeks of Certification Training outlined below (Weeks 10-11).

The following illustrates the sequence of activities during each training cycle:

Week One

- Orientation/Life Skills/CPR First Aid

Weeks Two – Nine

- Pre-Apprenticeship Training / Construction Math

Week Ten – Eleven

- Certification Training

Week One: Trainees will attend Orientation/Life Skills Workshops conducted by Network Employment Specialists, Forward Step and various community partners, including Union Bank of California, and other workshop presenters. Workshops will focus on key topics including anger management/conflict resolution, time management, financial management, budgeting, goal setting, health and nutrition, sexual harassment, cultural diversity, life planning, managing long hours, transportation issues, drug and alcohol awareness, and regulations and industry testing procedures. Each community partner/presenter will provide guidance/instruction on their respective topic(s) on a scheduled basis during this week.

The first week will also include CPR/First Aid Training. This will include lecture and hands-on practice on CPR, how to recognize and treat Heart Attacks and Strokes, discussion of blood borne pathogens and prevention of disease transmission, choking and rescue breathing, recognizing seizures, bleeding and shock, wounds, burns, head and spine injuries, bone joint and muscle injuries, sudden illness (fainting, diabetic emergencies), poisoning, cold/heat-related emergencies, rescuing and moving victims. Learning objectives include: Adult, Child and Infant CPR, Choking Procedures (Heimlich Maneuver), Prudent Heart Living, Recognizing and treating Heart Attacks, Strokes, and Seizures, Pediatric Basic Life Support, Standard First-Aid, Rescue Breathing, and Risk Factors for Heart Disease, Heart Attack, and Stroke.

Weeks Two through Nine: The Harbor Occupational Center will deliver core training services primarily at their training facilities through a journey-level apprenticeship instructor with many years' experience in the construction trades. Instruction will be delivered in both lecture and hands-on lab experience settings and include trade theory, union requirements, tools of the trade, structure of the trade, working conditions, and career ladder opportunities. Hands-on lab experiences will consist of concrete pouring and finishing, basic masonry and framing techniques, dry-wall installation, and rebar.

Week Ten through Eleven: The curriculum will also include HAZWOPER, Hazard Communication, Sexual Harassment, OSHA 30 Certification Training, Confined Spaces Training, Traffic Control/Flagger, Trenching and Shoring, as follows:

Hazardous Waste Operations and Emergency Response (HAZWOPER) – is designed to ensure workers are aware of the potential hazards they may encounter and provide the necessary knowledge and skills to perform their work with minimal risk to their safety and health. Workers will be trained to recognize hazards and to prevent them; to select, care for and use respirators properly as well as other types of personal protective equipment; to understand engineering controls and their use; to use proper decontamination procedures; to understand the emergency response plan, medical surveillance requirements, confined space entry procedures, spill containment program, and any appropriate work practices. Learning objectives include: Basic Principles of Chemistry, Blood borne Pathogens, Decontamination, Drum Handling, Hazardous Communications, Hearing Conservation, Heat Stress, Identification of Hazardous Materials, Levels of Responders, Medical Surveillance, Protective Clothing, Regulation Overview, Spill Containment, and Toxicology.

OSHA 30 Certification Training – OSHA 30 covers thirty (30) hours of training, required by the Occupational Health and Safety Act (OSHA). The course is comprised of 25 sections, each either one or two hours in length, and covers topics pertaining to regulations covered by Standard 29 CFR 1926. The successful completion of this course will help meet the Construction Industry standards established by OSHA, designed to introduce policies, procedures, and standards as well as construction safety and health principles. The course will review the scope and application of the OSH Act and General Duty Clause, as well as

examine areas that are most hazardous. Upon successful completion of the course, participants will receive an OSHA Construction Safety and Health 10 Hour course completion card (OSHA 30 Certification).

Confined Spaces (Permit-Required) Training – designed to increase knowledge of hazards associated with permit-required confined space entry. Topics include the OSHA-required confined space entry standard, hazards associated with entry procedures, personal protective equipment, ventilation and purging requirements, and appropriate atmosphere testing equipment and related limitations. The elements also include characteristics of the space as well as specific duties of the entrant, attendant, supervisor, and rescuer with the following topics: Atmospheric monitoring and ventilation, communication, emergency, self-rescue, and rescue operations, hazard communication—MSDS, hazard recognition and control, permit system, personal protective equipment, first aid and CPR, signs, symptoms, and consequences of exposures, and traffic controls/flagger.

Trenching and Shoring – Trenching and Shoring excavating is recognized as one of the most hazardous of construction operations. As such, the OSHA has enacted safety standards to ensure the safety of construction workers involved in trenching and shoring operations. This training will provide OSHA standards training focusing on trenching and shoring safety. OSHA recently revised its rules and procedures to make the standard easier for employees to understand. The purpose of the training is to avoid the primary hazard of trenching and excavation that results in employee injury from wall collapse.

Upon successful completion, trainees will receive Certifications, which will further increase their employability in the construction industry. Through this period, trainees will also receive on-going instruction in construction math skills provided by a certified instructor to ensure each trainee's math skills meet the requirements of various trades in the construction industry. Trainees will be assessed to determine their level of basic skills and will be provided small group instruction and tutoring in areas of deficiency. During the final class session, all participants will take part in an "exit" survey. The survey will ask participants to provide detailed feedback regarding their experience in the entire CAP Program and any recommended changes or improvements to the overall program.

Intensive Placement Assistance

The Network will offer **Intensive Placement Assistance (IPA)** to 40 trainees through 2 cycles (an average of 20 individuals per cycle). Intensive placement activities are designed to provide individuals possessing some experience in the trades with training and other skills development activities to enhance the individuals' existing skills and their ability to obtain and retain employment. IPA will be conducted in a classroom setting as well as through one-on-one placement assistance and will be coupled with the industry certifications and life skills sessions noted above.

IPA elements include: Employer Expectations (diversity, racism, sexual harassment; drug-free workplaces, insurance and safety, employee reliability); Personal/Work Habits (character, honesty and responsibility, sobriety, time management and punctuality, judgment and planning, diligence and attention to detail, initiative, attitude and optimism); Interpersonal Skills (conflict and conflict resolution, teamwork, tact and political skill, oral and written communication, and leadership); Resumes and Job Applications (job descriptions, identifying skills and accomplishments, collecting the required data, filling out forms, resume writing, distribution and follow-up); Effective Interviewing (what employers expect, creating "Accomplishments Statements," answering tough interview questions, and mock interviews).

During this phase of IPA, trainees will produce a completed "Master Job Application," a completed application for an apprentice program, a completed resume, interview note cards, a personal household budget, an "Action Plan" for addressing work habits issues, an "Action Plan" for improving interpersonal skills, and an "Action Plan" for the next steps in their careers.

Through participation in IPA, trainees will achieve an understanding of the construction industry labor market, the nature of the work in various construction trades, how unions and apprenticeships work, and personal finance. In addition trainees will gain knowledge on expunging convictions and retaining drivers' licenses, diversity, drug and sexual harassment issues, how work habits and other "soft " skills impact the workplace and careers, techniques for improving communication and other interpersonal skills, and how to address difficult interview questions.

In addition, to maximize use of available apprenticeship programs, the Network will continue efforts to enhance and expand linkages with the Los Angeles-Orange County Building and Construction Trades Council, all sixteen (16) of their apprenticeship programs, and other related union apprenticeship programs located in greater Los Angeles. This will enhance the number of referrals to available apprenticeship opportunities. The Lead Employment Specialist will have primary responsibility for enhancing existing referral relationships and establishing new connections with apprenticeships through direct and ongoing contact. These efforts will be further enhanced by on-site visits to each area apprenticeship to meet the Apprenticeship Coordinator and discuss eligibility criteria, schedules for application/enrollment periods, and referral process and procedures. Additionally, as part of our goal to maximize this valuable resource, labor union representatives will participate in "Shop Talk" – a workshop designed to provide participants with real world or work information on the trades.

The Construction Apprenticeship Pathways (CAP) Pre-Apprenticeship Training and Intensive Placement Assistance (IPA) will be available on the following schedule:

Activity	Beginning	Ending
CAP – 25 Participants	09/06/11	11/18/11
IPA (Cycle 1) – 20 Participants	08/08/11	08/26/11
IPA (Cycle 2) – 20 Participants	05/05/12	05/23/12

In addition, Individualized Job Search support will be provided June 30, 2011 through June 29, 2012.

6) Participant Support

A wide range of supportive services will be available to assist individuals in overcoming obstacles to program participation and employment, including assistance with purchasing required tools for each specific trade and union initiation dues. The attached Supportive Service Matrix identifies the type and amount of assistance potentially available per existing Network policy (see Attachment A).

All services, types and amounts provided will vary according to individual needs and will be documented in the individual's case file. Program staff will assess and conduct an on-going evaluation of the individual's supportive service needs throughout their involvement in the program, including post-employment services.

7) Monitoring and Case Management

Throughout the individual's involvement in the program, intensive one-on-one case management services will be provided by Employment Specialists to help guide, monitor, and track individuals throughout the program. The progress of each individual will be recorded electronically. In addition, the Employment Specialist will work closely with instructors and partners, including employers and local union representatives, to ensure the appropriate core and intensive services are made available to transition each participant to employment. Also, the Employment Specialist will assist individuals by providing guidance on expunging records and SR22 applications to obtain work-related driving privileges for individuals are under license suspension as a result of DUI convictions.

8) Individualized Job Search

To enhance each individual's job search skills and prospects for employment, participants will receive tailored assistance in improving their prospects for employment. Employment Specialists will spend dedicated time and resources linking participants with employers who have been recruited and engaged for participation in the program activities described herein. Participants will benefit from one-on-one and group workshop assistance in resume writing and cover letter development, job search, interview techniques, personal networking and other essential skills.

9) Referrals and Job Placement

To enhance placement outcomes, Employment Specialists will provide specialized job development linking trainees with openings at construction and related job sites throughout the community. Each Employment Specialist will work closely with representatives from the union trades to place trainees in union-sponsored apprenticeship programs. Also, the Network has been designated as the first source of referrals of low-income residents to job opportunities on construction projects where federal Section 3 hiring requirements and other local ordinances occur. In addition, as noted above, the Network will be responsible for coordinating the 30% local hiring goal contained in the approved Project Labor Agreement for the Port's Middle Harbor project. To bolster union-based placement opportunities, funds are allotted to cover union initiation fees for an estimated 10 individuals. Further support for job placement will be provided by the Network's Business Services Team, which will provide job referrals to additional job openings through its recruitments, as well as those listed in the Network's Virtual One-Stop System and other online sources and resources.

10) Job Retention

To support employment retention and progress toward attaining self-sufficiency, Employment Specialists will provide follow-up services after placement for ninety (90) days. These services will include job coaching and mentoring, career planning and counseling, peer group support, connections to union apprenticeship training programs, educational opportunities, and supportive services to assist graduates with employment retention.

The evaluation and monitoring instruments to measure outcomes are provided below (see Section F). An analysis of performance will be conducted on a quarterly basis utilizing the "Outcome Tracking" document (see below). In addition, narrative project status reports will be submitted to Caltrans on a monthly basis.

D. EVALUATION AND MONITORING PLAN

Progress toward meeting program objectives will be evaluated/monitored through use of the instrument illustrated below. On a quarterly basis, the Program Manager will conduct an analysis of the actual program performance by comparing outcomes to each planned objectives. Corrective action will be taken if a variance between the actual and planned objectives exists. Data utilized for this purpose will be collected from the CJJ MIS Application, Enrollment, and Placement/Exit forms (see Attachments B, C, and D for samples) and entered into the Job Training Automation System to facilitate data management and tracking. Acceptable documentation, such as copies of enrollment forms, certificates, and placement information, will be collected to support achievement of program objectives.

In addition, per Network policy, the Program Analyst will monitor and evaluate the program annually to ensure compliance with fiscal and program requirements. Achievement of each program objective will be reviewed during these scheduled monitoring reviews. Compliance will be verified via individual participant file reviews and requirements of the Statement of Work.

CONSTRUCTION APPRENTICESHIP PATHWAYS	
OUTCOME TRACKING	
PERFORMANCE STATUS	
Total Enrollments	
1. Enrolled in Training	
2. Enrolled in Placement Activities	
Total Completion	
1. Job Placement	
a. Unsubsidized employment in highway construction / trade-related	
b. Apprenticeship in industry-related field	
c. Non-management capacity employment with construction trade	
2. Other completion	
Certification	
1. Number of individuals who received certification	
2. Number of certificates received	
Number of participants retaining employment for ninety (90) days	
DEMOGRAPHICS	
Gender	
Male	
Female	
Ethnicity	
Black / African American	
White	
Hispanic / Latino	
Asian (Cambodian, Vietnamese, Chinese, Korean, Japanese, Filipino, Laotian)	
Pacific Islander (Hawaiian, Samoan, Guamanian)	
American Indian	
Other	
Highest Educational Level Achieved	
High School Dropout (Less than 12 th Grade)	
High School Graduate	

Some College / Vocational	
AA / AS Degree	
BS / BA Degree	
Income Status	
Low-Income (Recipient, Public Assistance)	
Low-Income (Non-Recipient, Public Assistance)	
Not Low-Income	
Offender	
Substance Abuse Program	

E. REPORTING REQUIREMENTS FOR PROGRAM GOALS AND OBJECTIVES

Data derived from the "Outcome Tracking" document provided above will also be included in reports submitted to the California Department of Transportation on a monthly basis and incorporate the measurable and numerical data on enrollment, completion, placement, and certifications noted. The monthly report will also identify accomplishments to date, challenges and possible solutions, and any other additional information related to program status.

Demographic data, including income status, will be collected at eligibility sessions when applicants complete the program application. Performance data will be collected from the Enrollment and Exit forms as described above.

F. PERFORMANCE PERIOD

The performance period under this Statement of Work will be June 30, 2011 through June 29, 2012.

G. PROJECT PERSONNEL, RESOURCES AND IN-KIND CONTRIBUTIONS

Project Personnel

The Project Administrator, Project Director, and other personnel assigned to the project are identified in the chart below (including contact information, hours assigned, funding source and qualifications).

Position Title	Personnel Assigned	Hours Assigned to Program Implement.	Funding Source (FHWA or In-Kind)	Qualifications
Workforce Development Officer (Project Administrator)	Cherie Gomez (562) 570-4715 Cherie.Gomez@longbeach.gov	208	In-kind	Bachelor of Vocational Education – Occupational Studies; 13 years experience in workforce development including 10 years in project development/management
Development Project Manager (Project Director)	Cecile Walters (562) 570-4788 Cecile.Walters@longbeach.gov	312	FHWA	Bachelor's Degree in Business Administration; 15 years project development/ management experience including 7 years in workforce development
Lead Employment Specialist	George Fernandez (562) 570-3728 George.Fernandez@longbeach.gov	728	FHWA	Bachelor's Degree in Business Management; more than 8 years experience in workforce development as Employment Specialist under the Construction Jobs Initiative including (6 as Lead); Certified Alcohol & Drug Counselor
Employment	Cynthia Patron	728	In-kind	Degree in Personnel

Specialist	(562) 570-3757 Cynthia.Patron@longbeach.gov			Practices/Labor Law; Certified Employment Specialist (State of California); more than 20 years experience in human resources/recruitment, including the past 8 in workforce development
Employment Specialist	To Be Determined	416	In-kind	TBD
Eligibility Analyst	Tiffany Tarvin (562) 570-3740 Tiffany.Tarvin@longbeach.gov	104	In-Kind	Bachelor's Degree in Political Science; more than 3 years experience as Eligibility Analyst under Federal and state-funded programs
Accountant	Gary Stoppelmoor (562) 570-3737 Gary.Stoppelmoor@longbeach.gov	104	In-Kind	Bachelor's Degree in Accounting; 10 years experience in Federal/state grant fund management
MIS Coordinator	Dawn Swann (562) 570-3736 Dawn.Swann@longbeach.gov	104	In-Kind	More than 7 years experience as MIS/Eligibility Coordinator; responsible for tracking performance for Federal/state-funded programs through automated JTA/MIS System

The requested management plan is provided in the following chart:

OJT/SS PROGRAM			
<u>TITLE: CITY OF LONG BEACH CONSTRUCTION APPRENTICESHIP PATHWAYS</u>			
Position	Hours per Week	Reports to	Funded By
Workforce Development Officer – Project Administrator (1)	4	Workforce Development Bureau Manager	Workforce Investment Act Funds
Development Project Manager – Project Director (1)	6	Workforce Development Officer	FHWA
Employment Specialist (3)	14/14/8	Development Project Manager	Workforce Investment Act and FHWA
MIS Coordinator (1)	2	Workforce Operations Officer	Workforce Investment Act Funds
Eligibility Analyst (1)	2	MIS Coordinator	Workforce Investment Act Funds
Accountant (1)	2	Workforce Operations Officer	Workforce Investment Act Funds

Resources and In-Kind Contributions

The Pacific Gateway Workforce Investment Network will provide in-kind contributions from Workforce Investment Act funds of \$85,159 as follows: \$33,889 for salaries and \$18,978 for fringe benefits for .1 FTE for the Project Administrator, .35 for one Employment Specialist and .2 FTE for a second, and .05 FTEs each for Eligibility Analyst, Accountant, and MIS Coordinator to support project administration, eligibility determinations, financial accounting/reporting, and tracking performance outcomes; \$1,600.00

for 2 on-the-job training contracts; \$200 for training materials; \$4,000 for Physical Fitness instruction; \$3,249 for a 50% portion of 3 Life Skills classes/workshops; \$5,700 for union initiation fees; and \$15,860 in operating expenses.

H. PARTNERSHIPS

The Pacific Gateway Workforce Investment Network will contribute services/monetary contributions in support of the project. The specific contribution and time commitment is included in the following chart

Partnership	Service/Contribution	Time Commitment to Program
Pacific Gateway Workforce Investment Network Long Beach, CA Bryan Rogers, Executive Director (562) 570-3701	In-kind contributions for project personnel costs, on-the-job training contract costs, operating expenses, staff travel, training materials, physical fitness training, and certification training.	On-going and as needed

I. BUDGET AND FINANCIAL REQUIREMENTS

Line Item Detail	In-Kind/Matching Funds	FHWA Funds Requested	Total Costs
------------------	------------------------	----------------------	-------------

SALARIES

Project Administrator	\$4,943		\$4,943
Project Director		\$7,922	\$7,922
Lead Employment Specialist		\$14,704	\$14,704
Employment Specialist	\$14,704		\$14,704
Employment Specialist	\$8,402		\$8,402
Eligibility Analyst	\$1,306		\$1,306
Accountant	\$2,208		\$2,208
MIS Coordinator	\$2,325		\$2,325
Total Salaries	\$33,888	\$22,626	\$56,514

FRINGE BENEFITS

Total Fringe Benefits	\$18,977	\$12,670	\$31,648
------------------------------	-----------------	-----------------	-----------------

TRAVEL

Total Travel (Local)	\$0	\$0	\$0
-----------------------------	------------	------------	------------

Supplies

Consumable Supplies/Other	\$0	\$1,199	\$1,199
Training Supplies/Materials	\$200	\$1,000	\$1,200
Total Supplies	\$200	\$2,199	\$2,399

CONTRACTUAL

HOC – Pre-Apprenticeship Training	\$0	\$45,726	\$45,726
Creation World Safety, Inc.	\$0	\$33,000	\$33,000
Physical Fitness Instruction	\$4,000		\$4,000

Life Skills Workshops	\$3,249	\$3,249	\$6,498
Total Contractual	\$7,249	\$81,975	\$89,224

OTHER/MISC.

Supportive Services	\$0	\$10,530	\$10,530
On-the-Job Training	\$1,600	\$0	\$1,600
Union Initiation Fees	\$5,700	\$0	\$5,700
Total Other/Misc.	\$7,300	\$10,530	\$17,830

INDIRECT COSTS/OVERHEAD

Operating Expenses	\$15,860	\$0	\$15,860
Total Indirect Costs/Overhead	\$15,860	\$0	\$15,860
Total	\$83,475	\$130,000	\$213,475

BUDGET NARRATIVE

Personnel – FHWA funds will provide .5 FTE staff including portions of the Project Director (.15 FTE) and Lead Employment Specialist (.35 FTE) and fringe benefits allocated proportionate to these FTEs at the current rate of 56 percent (includes retirement, pensions, FICA, Medicare, Health/Dental Insurance, and Workers' Compensation).

Travel – Not applicable

Equipment/Tools – Not Applicable

Supplies – Includes \$1,199 to cover supplies/postage for outreach printing and mailing, follow-up, and graduation ceremonies, and \$1,000 for training materials.

Contractual – includes the following:

- Vocation Training through Harbor Occupational Center - \$45,726 per training class for 1 class
- Creation World Safety, Inc. training classes - \$11,000 per class for 3 classes
- Life Skills Workshops - \$2,166 per workshop for 3 workshops

Other/Miscellaneous – Supportive services at an average cost of \$124 per participant for transportation such as; bus passes, bus tickets, gas vouchers, handicap assistance.

Indirect Costs/Overhead – Not applicable

ATTACHMENT A



Pacific Gateway Workforce Investment Network Supportive Service Matrix (07/09)

(Applies to all Network-funded Programs and Special Projects when grant budget permits. Payments may not be requested for bad debts, i.e., late service charges, penalties, tickets, and/or fines.)

SUPPORTIVE SERVICE	MAXIMUM AMOUNT	GUIDELINES
AUTO		Direct proof of vehicle ownership is required for assistance with all auto-related expenses. Bank stubs or statements will not be accepted as proof of ownership.
Payment	\$250.00	One time payment only, not to exceed maximum. Payment may represent only one month's worth of auto payment. Bank stubs or statements will not be accepted as proof of the monthly payment amount unless they provide direct proof of the vehicle description.
Insurance	\$100.00	One time payment only, not to exceed maximum. Payment may represent only one installment period.
Misc. Repairs	\$200.00	One time payment only, not to exceed maximum. At least two estimates required.
Tires	\$200.00	One time payment only, not to exceed maximum. At least two estimates required.
BOOKS/COMPUTER SOFTWARE OR SUPPLIES	\$300 Per semester up to one year	<p>Must maintain documentation in customer file regarding book(s) as a condition of employment or in support of job search (WIA only).</p> <p>An itemization of books/costs must accompany requests and must include the cumulative amount of book costs for the semester.</p> <p>It is at the discretion of WIA supervisors to determine if books required by school, CVT, or OJT employer should be charged to the training/tuition cost category (Tuition/Educational Fiscal Authorization required) or the supportive services cost category.</p>
SPECIALIZED SHORT TERM PREVOCATIONAL TRAINING	\$800 Maximum	It is at the discretion of WIA supervisors to determine if the customer is qualified to attend a Specialized Short Term Prevocational training program in a labor market demand. The payment may be made directly to the vendor on behalf of the participant. Documentation must be provided to the Operations Division and recorded in the customers file.
CREDENTIALS, LICENSES, CERTIFICATIONS, TESTING, FINGERPRINTING, BACKGROUND CHECKS, PROCESSING FEES	\$500.00	<p>Based upon assessment and/or condition of employment.</p> <p>One time per certification. Supportive services may be provided for required Industry Certification Bundles within the maximum threshold of \$500 per certification.</p> <p>Includes offsite GED testing.</p>

ATTACHMENT A

SUPPORTIVE SERVICE	MAXIMUM AMOUNT	GUIDELINES		
CHILD CARE (Includes CalWORKS) Licensed 1 Child: 2 Children: 3 + Children: Unlicensed 1 Child: 2 Children: 3 + Children:	<u>Hourly</u> \$2.50 \$3.75 \$5.00 <u>Hourly</u> \$2.00 \$3.00 \$4.00	<u>Weekly</u> (Full-Time Only)	<u>Monthly</u> (Full-Time Only)	Total for "hourly rate" may not exceed 50 hours per week. Total "weekly rate" may not exceed \$500 per month. Up to 20 hours per week of child care assistance is allowable for job search. Original Day Care Provider Documentation Form must be provided to Financial Services Unit. Copy must be maintained in customer file. Check disbursements issued monthly. Child care hours should be verified by school or work schedules. Customer must be the custodial parent or legal guardian of child for whom he or she wishes to receive child care assistance (for WIA, as indicated in WIA eligibility paperwork).
		\$125.00	\$500.00	
		\$187.50	\$750.00	
		\$250.00	\$1,000.00	
		\$100.00	\$400.00	
		\$150.00	\$600.00	
		\$200.00	\$800.00	
		WORK ATTIRE	\$200.00 May be in the form of gift cards and/or P-card purchase	Clothing vouchers may be provided for customer to purchase work/interview attire/uniforms for customer only. Customer must provide receipts for total amount. It is at the discretion of WIA supervisors to determine if clothing or shoes required by school, CVT, or OJT employer should be charged to the training/tuition cost category (Tuition/Educational Fiscal Authorization required) or the supportive services cost category.
DENTAL	\$250.00	Must provide documentation regarding emergency dental care needs. One time payment only, not to exceed maximum.		
DMV Registration Smog Test CA Driver's License/ID Printout	Per DMV Cost Per DMV Cost Per DMV Cost Per DMV Cost	One time payment only, not to exceed maximum. Proof of vehicle ownership required. Payment may represent only one year's registration. As needed for employment or training. As needed for employment or training.		
EYE EXAM/GLASSES	\$150.00	Must provide documentation regarding eye care needs. One time payment only, not to exceed maximum.		

ATTACHMENT A

SUPPORTIVE SERVICE	MAXIMUM AMOUNT	GUIDELINES
FOOD Vouchers	\$150.00 No more than \$50.00 per visit	Original receipts must be submitted to Financial Services Unit. Case manager should refer customer to other sources for further assistance.
HAIRCUTS	\$45.00 each	As needed for employment or job search, not to exceed maximum.
HEARING EXAM/AID	\$150.00	Must provide documentation regarding hearing care needs. One time payment only, not to exceed maximum.
MEDICAL PRESCRIPTION	\$150.00 (cumulative)	Must provide documentation from physician.
PHYSICAL EXAM	\$100.00	Must maintain documentation in customer file regarding exam as condition of employment or training. Includes TB test.
RENT/MORTGAGE	\$1,000.00	Must be an emergency situation. May not be used to pay security deposit. Must provide copy of lease, rental agreement, eviction notice or other documentation. One time payment only, not to exceed maximum.
TATTOO REMOVAL	n/a	Refer customers to free services
TELEPHONE	\$50.00	One time payment only, not to exceed maximum. Payment may represent only one month's worth of telephone service for customer's primary phone.
TOOLS/SUPPLIES	\$500.00	If required as a condition of employment or training. Employer or training provider must provide itemized list of tools/supplies and costs. It is at the discretion of Program Supervisors to determine if tools/supplies required by school, CVT, or OJT employer should be charged to the training/tuition cost category (Tuition/Educational Fiscal Authorization required) or the supportive services cost category.
UTILITIES Gas, Water, Refuse	\$200.00 Combined	One time payment only, not to exceed maximum. Payment may represent only one month's worth of utility payment. If listed on a separate billing, a cumulative total must be provided.
Electric	\$200.00	One time payment only, not to exceed maximum. Payment may represent only one month's worth of utility payment.

ATTACHMENT A

SUPPORTIVE SERVICE	MAXIMUM AMOUNT	GUIDELINES
<p>TRANSPORTATION</p> <p>Bus Passes</p> <p>Bus Tokens</p> <p>Handicap Assistance</p> <p>Gas Vouchers / Reimbursement</p>	<p>Actual Cost</p> <p>\$40.00/Month</p> <p>\$80.00/Month</p> <p>\$80.00/Month</p>	<p>(NOTE: Reimbursement for taxi cabs is not an approved supportive service.) All customers must provide job search log if they are in a job search component, in order to receive vouchers; Allow customers to receive full amount of gas vouchers at one time (when available) if they are enrolled and participating in a training program.</p> <p>No more than one per month.</p> <p>Not to exceed maximum amount</p> <p>Not to exceed maximum amount</p> <p>Mileage reimbursement must be accompanied by Internet travel mileage printout (MapQuest, Yahoo Maps, etc.). Reimbursements will be calculated at the City of Long Beach Financial Management's mileage reimbursement rate = (Miles from Internet travel mileage printout) x (CLB mileage reimbursement rate) x (# of trips)</p>
<p>UNION DUES</p>	<p>Actual Cost</p>	<p>Initiation fees and first month's due.</p>
<p>OTHER/MISC.</p>	<p>As Appropriate</p>	<p>If determine necessary for employment, supportive services may be provided as appropriate as long as it is reasonable and at the discretion of the Program Manager.</p>



CONSTRUCTION JOBS INITIATIVE (CJI) MIS APPLICATION

00 Application Number: _____ **01** Agency Code: _____

02 Social Security Number: _____ - _____ - _____ **03** Universal Access: 2 No

04 Application Date: _____ / _____ / _____

05 Last Name: _____

06 First Name, Middle Initial: _____

07 Street Address (Residence): _____

City / State: _____ **08** Zip Code: _____

09 Telephone Number: (_____) _____ -- _____

10 Street Address (Mailing): _____

City / State: _____ **11** Zip Code: _____

12 Message Number: (_____) _____ -- _____ **13** GEO: DST _____

14a Citizen: 1 Yes U. S. Citizen 2 Not a U. S. Citizen

14b Eligibility to Work in the U.S.: 1 Yes 2 No

15 Alien Documentation #: A _____

16 Gender: 1 Female 2 Male

17 Birth Date: _____ / _____ / _____

18 Age: _____

19 Assessed: 1 Yes WIA Assessed 2 Yes Non WIA Assessed
 3 Not Applicable (Not Assessed)

20 Selective Service: 1 Registered 2 Not Registered 3 Exempt
 4 Not Required (Females and Males born on or before Dec. 31, 1959)

21 Race / Ethnicity: WH White AC Chinese
 HI Hispanic / Latino NA American Indian/Alaskan Native
 BL Black / African American AH Korean
 AB Cambodian AO Other Asian / Pacific Islander
 AK Vietnamese AG Japanese
 AF Hawaiian AD Filipino
 AA Asian Indian AI Laotian
 AJ Samoan AE Guamanian

STAFF USE ONLY: Please check applicable **concurrent participation** activities.

The customer receives services from this source, other than informational or self-service only. This activity is coordinated with the individual's WIA activities by inclusion in their WIA service plan. These items may be updated at any time prior to Exit.

22 <input type="checkbox"/> Adult Education	29 <input type="checkbox"/> NAFTAA / TAA	36 <input type="checkbox"/> HUD Programs
23 <input type="checkbox"/> Job Corps	30 <input type="checkbox"/> Vocational Education	37 <input type="checkbox"/> Other Non-WIA Program
24 <input type="checkbox"/> Farm Worker Program	31 <input type="checkbox"/> Vocational Rehabilitation	38 <input type="checkbox"/> Rapid Response
25 <input type="checkbox"/> Native American Program	32 <input type="checkbox"/> Wagner-Peyser	39 <input type="checkbox"/> Rapid Response Add'l Assistance
26 <input type="checkbox"/> Veteran's WIA Program	33 <input type="checkbox"/> WtW Participant	40 <input type="checkbox"/> TANF
27 <input type="checkbox"/> Veteran's DVOP/LVER Pgm	34 <input type="checkbox"/> Title V Older American Act (OAA)	41 <input type="checkbox"/> Food Stamp Training Program
28 <input type="checkbox"/> Trade Adjustment Act	35 <input type="checkbox"/> Community Services Block Grant	

- 42 Disabled:** 3 No 1 Yes, Major 2 Yes, Substantial
- 43 Limited English:** 2 No 1 Yes
- 44 Substance Abuse:** 2 No 1 Yes (Requires substance abuse treatment to obtain employment)
- 45 Basic Skills Deficient:** 2 No 1 Yes 9 Not Applicable
- 46 Offender:** 2 No 1 Yes 9 Not Applicable
- 47 Pregnant/Parenting (Age 14-21):** **9 Not Applicable**
- 48 Youth Needing Add'l Assist:** **9 Not Applicable**
- 49 Runaway Youth (Age 14-17):** **9 Not Applicable**
- 50 Foster Child (Age 14-17):** **9 Not Applicable**
- 51 Family TANF:** 2 No 1 Yes
- 52 Family General Asst. (GR):** 2 No 1 Yes
- 53 Family Refugee Cash Asst.:** 2 No 1 Yes
- 54 Family SSI:** 2 No 1 Yes
- 55 Family Food Stamps:** 3 No 1 Eligible 2 Receiving
- 56 Number in Family:** _____ **57 Number of Dependents:** _____ (under the age of 18)
- 58 Family Status:** 1 Parent in One Parent Family
 2 Parent in Two Parent Family
 3 Other Family Member
 4 Not a Family Member (Family Size = 1)
 5 Not Reported
- 59 Family Income Last 6 Months:** \$ _____
(Exclude Unemployment, Public Assistance- CalWORKS, TANF, GR, Food Stamps, SSI, RCA, Child Support)
- 60 Low Income:** 2 No 1 Yes
- 61 TANF Exhaustee:** 2 No 1 Yes
- 62 Homeless:** 2 No 1 Yes 9 Not Applicable
- 63 Poor Work History:** 2 No 1 Yes (Within the last year, has not held full-time, unsubsidized employment for three months and one day)
- 64 Unemployment Insurance:** 3 No 1 Yes, UI Claimant 2 Exhaustee
- 65 Veteran Status:** 3 No 1 Yes <= 180 Days 2 Yes > 180 Days
- 66 Disabled Veteran:** 3 No 1 Yes 2 Yes, Special
- 67 Veteran Separation Date:** _____ / _____ / _____
- 68 Recently Separated Veteran:** 2 No 1 Yes
- 69 Campaign Veteran:** 3 No 1 Vietnam 2 Other
- 70 Spouse of qualifying Veteran:** 2 No 1 Yes

71 Highest Grade Completed: _____ (GED = 88)

- 72 Education Status:
- 1-Student, High School or Less (IS)
 - 6-Alternative School (IS)
 - 2-Student, High School graduate, attending Post High School (BSD = OOS , NOT BSD = IS)
 - 3-Out-of-School, High School Drop-out (OOS)
 - 4-Out-of-School, High School graduate, with employment difficulty (OOS)
(Employment difficulty = Basic Skills Deficient, Unemployed or Underemployed)
 - 5-Out-of-School, High School graduate, No employment difficulty (IS)

73 Reading Grade: _____ 74 Reading Score: _____ 75 Reading Test: 008 76 Reading Version: N/A

77 Math Grade: _____ 78 Math Score: _____ 79 Math Test: 008 80 Math Version: N/A

81 Labor Force Status: 2 Not Employed 1 Employed

82 Weeks Not Employed Last 26 Weeks: _____ 83 Hourly Wage Last 26 Weeks: \$ _____

84 Referred by WPRS: 2 No 1 Yes (Referred by EDD's Worker Profiling and Re-employment Services)

85 Dislocated Worker: 9 Not Applicable 2 Received Notice of Lay off 4 Self Employed
 1 Terminated or Laid Off 3 Long Term Unemployed (LTU) 5 Displaced Homemaker

86 Dislocation Date: _____ / _____ / _____ 87 Dislocation Job Code: _____

88 Dislocation Job Title: _____ 89 Dislocation Industry Code: N/A

90 Tenure at dislocation employer: _____ (# of months worked with Dislocation employer)

91 E-mail address: _____

93 Dislocation Employer Name: _____ 92 Employer #: _____

Dislocation Employer Street Address: _____

Dislocation Employer City / State: _____ Zip Code: _____

Dislocation Employer Phone: () _____ -- _____

Applicant's certification: My signature below indicates that I have been informed of and understand the information contained on this form. I certify under penalty of perjury that all of the above information is true and complete. I agree that any information I have supplied is subject to verification. I understand that falsification of any item is grounds for termination from the Workforce Investment Act program and may result in action to recover any moneys paid to me while participating.

Applicant's Signature: _____ Date: _____ / _____ / _____

94 Eligibility: <input type="checkbox"/> A - Adult			<input type="checkbox"/> B - Adult Low-income			<input type="checkbox"/> D - Dislocated Worker		
Comments: _____								
95 Interview ID / Signature: _____					Date: _____ / _____ / _____			
96 Reviewer ID / Signature: _____					Certification Date: _____ / _____ / _____			
					Expiration Date: _____ / _____ / _____			



**CONSTRUCTION JOBS INITIATIVE (CJI)
ENROLLMENT FORM**

Last Name, First Name, MI: _____

01 SSN: _____ - ____ - ____

05 Grant Code: **900**

02 Case Number: _____

06 Agency Code: CTRN JSO1

Application Number: _____

07 Labor Force Status at Enrollment:

1 Employed 2 Not Employed

03 Education Status at Enrollment:

- 1 Student, High School or Less
- 6 Alternative School
- 2 Student, High School graduate, attending Post High School
- 3 Out-of-School, High School Drop-out
- 4 Out-of-School, High School graduate, With employment difficulty
- 5 Out-of-School, High School graduate, No employment difficulty

08 Enrollment Date: _____ / _____ / _____

09 - 10: **N/A**

11 Pell Grant Recipient:

- 4 Application not submitted
- 1 Yes
- 2 No, applied but denied
- 3 No, application pending

04 Basic Skills Deficient:

- 1 Yes 2 No
- 9 Not Applicable (Not Assessed)

12 Pell Grant Amount: \$ _____

13 Staff ID/Name: _____

Act. Code	Agency Code	Begin Date	Estimated End Date	Actual End Date	Compl. Code

**CONSTRUCTION JOBS INITIATIVE (CJI)
MIS EXIT FORM**



Name: _____
Last Name, First Name

SSN: _____ -- _____ -- _____

01 Application Number: _____

02 Agency Code: _____

03 Exit Education Status:

- 1 Student, High School or Less
- 2 Student, High School graduate, attending Post High School
- 3 Out-of-School, High School Drop-out
- 4 Out-of-School, High School graduate, employment difficulty
- 5 Out-of-School, High School graduate, no employment difficulty

04 Exit Codes (Maximum = 3 Codes):

- 01 Entered Employment
- 02 Called Back/Remained with Layoff Employer
- 03 Entered Advanced Training
- 04 Entered Post-Secondary Education
- 05 Attained Recognized Certificate/Diploma/Degree
- 06 Planned Services Completed
- 07 Planned Services Not Completed
- 08 Lacks Transportation
- 09 Family Care (Neutral)
- 10 Health/Medical (Neutral)
- 11 Cannot Locate
- 12 Death (Neutral)
- 13 Institutionalized (Neutral)
- 14 Voluntary Other
- 15 Objective Assessment Only
- 16 Younger Youth Returned to Secondary Education
- 17 Soft Exit
- 18 Reservists Recalled (Neutral)
- 20 Youth Relocated to a Mandated Residential Program (Neutral)

05 Exit Date: _____ / _____ / _____

06 Soft Exit Determination Date: _____ / _____ / _____

07 Degree Attained:

- 1 Yes
- 2 No, credential intended
- 3 No, credential not intended
- 4 No, credential pending
- 5 No training services provided

08 Date Attained: _____ / _____ / _____

09 Type of Degree Attained:

- 1 High School Diploma
- 2 Equivalency GED
- 3 AA or AS Degree
- 4 BA or BS Degree
- 5 Occupational Skills License
- 6 Occupational Skills Certificate or Credential
- 7 Other

10 Entered Post Secondary Educ.: 1 Yes 2 No

11 Entered Advanced Training: 1 Yes 2 No

12 Entered Military Service: 1 Yes 2 No

13 Entered Apprenticeship: 1 Yes 2 No

14 Date Employed: _____ / _____ / _____

15 Employer Number (**MIS ONLY**): _____

16 Employer Name: _____

Address: _____

17 Employer Contact: _____

18 Contact Phone: () _____

19 Job Code: _____

Job Title: _____

20 Hours per week: _____ 21 Hourly Wage: \$ _____

22 Training Related Empl.: 1 Yes 2 No 9 N/A

23 Determination Method: 1 Training to Job
 2 Industry to training
 3 Other

24 Health Benefits: 1 Yes 2 No

25 Non-Trad Employment: 1 Yes 2 No

26 Staff ID/Name: _____

POST EXIT SERVICES (REQUIRED FOR YOUTH)

01 Educational Achievement 04 Citizenship and Leadership		02 Employment Services 05 Follow-up Services	03 Additional Youth Support	
Service Code	Description	Begin Date	End Date	