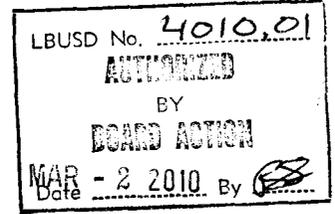


84.215K



CONTRACT
31570

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of December 15, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 22, 2009, by and between LONG BEACH UNIFIED SCHOOL DISTRICT, with offices located at 1515 Hughes Way, Long Beach, California 90810, ("Provider") and the CITY OF LONG BEACH, a municipal corporation and administering entity for the Pacific Gateway Workforce Investment Network ("City").

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

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

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

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

D. City is willing to utilize Provider for contract services to provide program services to youth;

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

1. DOCUMENT INCORPORATION.

The following documents are attached hereto as exhibits and incorporated

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

1 herein and made a part hereof by this reference as if set forth in full herein:

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

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

11 C. The Project ("Budget") for the vocational training services to
12 be provided by Provider (the "Services") attached hereto as Exhibit "C".

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

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

26 2. TERM.

27 The term of this Contract ("Term") shall be deemed to have commenced as
28 of September 1, 2009 and unless sooner terminated pursuant to the provisions hereof,

1 shall terminate on August 31, 2011. Either of the parties hereto shall have the right to
2 terminate this Contract in its entirety at any time during the Term for any or no reason
3 whatsoever by giving fifteen (15) days prior written notice of termination to the other
4 party. City shall have the additional right to cancel any part of this Contract at any time
5 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
6 cancellation to the Provider.

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

15 3. CONTRACT AMOUNT AND PAYMENT.

16 The total amount which shall be payable by City to Provider for Provider's
17 services during the Term shall not exceed Four Hundred Thirty-Five Thousand Dollars
18 (\$435,000.00).

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

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

1 by the City that do not conflict with applicable procedures, regulations and reporting
2 requirements of the U.S. Department of Education.

3 4. RECORDS.

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

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

14 5. FINANCIAL REPORTS.

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

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

1 6. INDEPENDENT PROVIDER STATUS.

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

13 7. ASSIGNMENT.

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

16 8. INDEMNIFICATION AND HOLD HARMLESS.

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

27 9. INSURANCE.

28 Concurrent with the execution of this Contract by Provider, as a condition

1 precedent to the effectiveness of this Contract, and in partial performance of the
2 obligations of indemnity assumed by Provider under Section 10 above, Provider shall
3 procure and maintain during the Term at Provider's expense.

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

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

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

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

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

1 disbursement or expenditure of said funds.

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

7 The insurance required hereunder shall be placed with carriers admitted to
8 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
9 Best Company and may be subject to such self-insurance or deductible as may be
10 approved by the Risk Manager. Any subcontractors which Provider may use in the
11 performance of services under this Contract shall be required to maintain insurance in
12 accordance with the requirements of this section.

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

23 10. NON-DISCRIMINATION.

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

28 It is the policy of City to encourage the participation of

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

12 11. NOTICES.

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

15 A. Enclosing the same in a sealed envelope addressed to the
16 party intended to receive the same at the address indicated herein and deposited
17 postage prepaid, in the U.S. Postal Service as certified mail, return receipt
18 requested, or

19 B. Personal service. Such notices shall be effective on the date
20 personal service is effected or the date of the signature on the return receipt. For
21 the purposes hereof, the address of the City and the proper party to receive any
22 such notices in its behalf is the City Manager, City Hall, 333 West Ocean
23 Boulevard, Long Beach, California 90802; and Provider's address for service of
24 any such notices shall be Long Beach Unified School District, 1515 Hughes Way,
25 Long Beach, California 90810, Attention Connie L. Jensen, Telephone (562) 997-
26 8644, Fax. No. (562) 997-8649.

27 12. CONTRACT ADMINISTRATION.

28 The City Manager, or designee, is authorized and directed, for and on

1 behalf of the City, to administer this Contract and all related matters, and any decision of
2 the City Manager, or his designee, in connection herewith shall be final.

3 13. ENTIRE AGREEMENT.

4 This document fully expresses all understandings of the parties concerning
5 all matters covered and shall constitute the total Agreement. Except for the adjustments
6 of Exhibits "B" and "C" as provided above, no addition to or alteration of the terms of this
7 Contract whether by written or oral understanding of the parties, their officers, agents or
8 employees shall be valid unless made in writing and formally adopted in the same
9 manner as this Contract.

10 14. CAPTIONS AND ORGANIZATION.

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

15 15. TAX IDENTIFICATION NUMBER.

16 Provider's Tax Identification Number is [REDACTED]

17 16. AUTHORIZATION TO EXECUTE.

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

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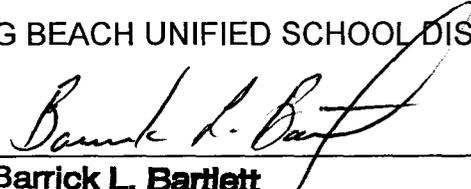
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

LONG BEACH UNIFIED SCHOOL DISTRICT

3/3, 200~~9~~¹⁰

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

_____, 2009

By _____
Type or Print Name

"Provider"

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

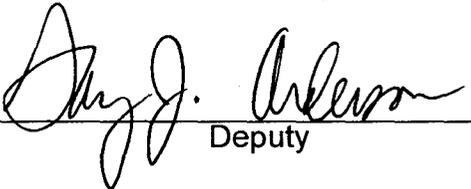
April 5, 200~~9~~¹⁰

By  Assistant City Manager
City Manager EXECUTED PURSUANT SECTION 301 OF THE CITY CHARTER.

"City"

The foregoing Contract is hereby approved as to form this 16th day of March, 200~~9~~¹⁰.

ROBERT E. SHANNON, City Attorney

By 
Deputy



**U.S. Department of Education
Washington, D.C. 20202**

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME: City of Long Beach Community Development, Pacific Gateway Workforce Investment Board 333 W. Ocean Blvd., 3rd Fl. Long Beach, CA 90802	5 AWARD INFORMATION PR/AWARD NUMBER U215K090230 ACTION NUMBER 02 ACTION TYPE Administrative AWARD TYPE Discretionary															
2 PROJECT TITLE 84.215K Long Beach Youth Career Academy	6 AWARD PERIODS BUDGET PERIOD 09/28/2009 - 09/27/2011 PERFORMANCE PERIOD 09/28/2009 - 09/27/2011															
3 PROJECT STAFF RECIPIENT PROJECT DIRECTOR Bryan S. Rogers (562) 570 - 3702 EDUCATION PROGRAM CONTACT Nancy J. Paulu (202) 205 - 5392 EDUCATION PAYMENT CONTACT GAPS PAYEE HOTLINE (888) 336 - 8930	7 AUTHORIZED FUNDING <table border="0"> <tr> <td>THIS ACTION</td> <td align="right">N/A</td> </tr> <tr> <td>BUDGET PERIOD</td> <td align="right">\$1,189,000.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td align="right">\$1,189,000.00</td> </tr> </table>	THIS ACTION	N/A	BUDGET PERIOD	\$1,189,000.00	PERFORMANCE PERIOD	\$1,189,000.00									
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4 KEY PERSONNEL <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Bryan S Rogers</td> <td>Project Director</td> <td>5%</td> </tr> <tr> <td>Cherie Gomez</td> <td>One-Stop Center M</td> <td>10%</td> </tr> <tr> <td>Rick Gonzalez</td> <td>Youth Services Co</td> <td>20%</td> </tr> <tr> <td>Dawn Swann</td> <td>Prg. Support Coort</td> <td>5%</td> </tr> </tbody> </table>	<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Bryan S Rogers	Project Director	5%	Cherie Gomez	One-Stop Center M	10%	Rick Gonzalez	Youth Services Co	20%	Dawn Swann	Prg. Support Coort	5%	8 ADMINISTRATIVE INFORMATION DUNS/SSN 557398141 REGULATIONS CFR PART EDGAR EDGAR AS APPLICABLE ATTACHMENTS N/A
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Bryan S Rogers	Project Director	5%														
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Dawn Swann	Prg. Support Coort	5%														
9 LEGISLATIVE AND FISCAL DATA AUTHORITY: PL PL 107-110 ESEA OF 1965 AS AMENDED BY THE NO CHILD LEFT BEHIND ACT OF 2001 PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION CFDA/SUBPROGRAM NO: 84.215K																



GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: U215K090230-09

RECIPIENT NAME: City of Long Beach
Community Development, Pacific Gateway Workforce Investment Board

TERMS AND CONDITIONS

- (1) THE BUDGET PERIOD AND PERFORMANCE PERIOD FOR THIS PROJECT ARE CHANGED TO THE DATES IN BLOCK 6. NO ADDITIONAL FUNDS ARE PROVIDED BY THIS ACTION.

Henry J. Paulu

AUTHORIZING OFFICIAL

10/15/09

DATE

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula, and Block Grants

(See Block 5 of the Notification)

1. **RECIPIENT NAME** - The legal name of the recipient, name of the primary organizational unit that will undertake the funded activity, and the complete address of the recipient. The recipient is commonly known as the "grantee."
2. **PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
3. **PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - ***RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business-management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4.* **KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
5. **AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number."
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK.
6. **AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - ***FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
7. **AUTHORIZED FUNDING** - The dollar figures in this block refer to the *Federal* funds provided to a recipient during the award periods.
 - ***THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - ***BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - ***PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST-SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be **required** to provide the non-federal funds.
8. **ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.
 - DUNS/SSN** - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.
 - ***REGULATIONS** - The parts of the Education Department General Administrative Regulations (EDGAR) and specific program regulations that govern the award and administration of this grant.
 - ***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.
9. **LEGISLATIVE AND FISCAL DATA** - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.
 - FUND CODE, FUNDING YEAR, AWARD YEAR, ORG. CODE, PROJECT CODE, OBJECT CLASS** - The fiscal information recorded by the U.S. Department of Education's Grant Administration and Payment System to track obligations by award.
 - AMOUNT** - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).
10. **TERMS AND CONDITIONS OF AWARD** - Requirements of the award that are binding on the recipient.
 - ***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award.

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 5, 6, 8, 9 and 10 above)

3. **EDUCATION STAFF** - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.
7. **AUTHORIZED FUNDING**
 - CURRENT AWARD AMOUNT** - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.
 - PREVIOUS CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant before this action.
 - CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

EXHIBIT B

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

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

CONTRACT TERM: September 1, 2009 – August 31, 2010

CONTRACT AMOUNT: \$435,000 (Not to exceed \$217,500 per year)

NUMBER SERVED: 120 Participants

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

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

I. PROJECT SUMMARY

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

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

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

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

II. **PROGRAM PERFORMANCE REQUIREMENTS**

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

Transition Phase – Recruitment and Enrollment

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

Stabilization Phase – Return to School

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

Concurrent Services Phase – Work Readiness and Follow-up

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

- Work Experience/ Internships
- Vendor Responsibilities
 - Academic Advising / Counseling
 - Education Completion / Credit Recovery
 - Service Learning
 - Personal / Leadership Development
 - Coordination of Mentoring Services

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

III. TECHNICAL ASSISTANCE & MANDATORY MEETINGS

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

IV. PROGRAM AND FINANCIAL REPORTING/INVOICING

The Vendor must, prior to August 31, 2010, submit all outcomes to Network staff. These outcomes may include, but not limited to, educational attainment, credit recovery, service learning, mentoring, and employment information.

Payments will be based upon the satisfactory achievement of the agreement and payment benchmarks (Exhibit A) and/or availability of USDOE funds. Vendor will ensure invoices are accurate and submitted on 15th of each month to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Marian Young.

V. CONTINUATION OF CONTRACT

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

VI. CONTRACT MANAGEMENT

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

VII. FINAL PROJECT SUMMARY REPORT

The Vendor is required to submit final billing and a final report to the Network within thirty (30) days of the completion of contract – by September 30, 2010. At minimum the report shall address the following:

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

**Pacific Gateway Workforce Investment Network
LONG BEACH YOUTH CAREER ACADEMY
CAMP-TO-COMMUNITY PROGRAM**

PAYMENT SCHEDULE

- VENDOR:** Long Beach Unified School District
1515 Hughes Way
Long Beach, CA 90810
(Hereinafter referred to as "Vendor")
- TERM:** September 1, 2009 – August 31, 2010
- AMOUNT:** \$435,000 (Not to exceed \$217,500 per year)
- ABSTRACT:** Provide 120 participants with transitional services to facilitate returning and staying in secondary school, engaging in employment and training activities, connecting participating youth to academic services, ensuring engagement in employment services and facilitating mentoring opportunities to help youth meet their goals of graduation, employment, and self-sufficiency.
- The Vendor shall be paid an amount not to exceed \$217,500 per year.
 - Payments are based upon enrollment benchmarks at a rate of \$4,125.75 per participant.
 - The Vendor will coordinate services for 60 youth in year 1 and 60 youth in year 2.

Exhibit C

**CITY OF LONG BEACH
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
LONG BEACH YOUTH CAREER ACADEMY - CAMP-TO-COMMUNITY PROGRAM
12-MONTH BUDGET SUMMARY**

Organization Information:

Name: Long Beach Unified School District (LBUSD)

Address: 1515 Hughes Way, Long Beach, CA 90810
Street City Zip Code

Telephone Number: (562) 997-8644

Fax Number: (562) 997-8649

Email Address: cljensen@lbschools.net

Contact Person: Connie L. Jensen

Federal ID: 

Agreement Information:

Budget Period: September 1, 2009 - August 31, 2011 **Contract No:** _____

Effective Date: 1-Sep-09 **Amendment No:** _____

Project Name: Long Beach Youth Career Academy - Camp-to-Community Program

Fiscal Approval: 

Date: 11/7/10

BUDGET DETAIL

IN-DIRECT/ADMINISTRATIVE COST (10% CAP)			Sept. 2009- Aug 2010 1st Year	Sept 10-Aug 2011 2nd Year	24 Month Budget Total
	PERCENTAGE				Total
California Dept of Education (CDE)	4%		8,700.00	8,700.00	17,400.00
					-
		TOTAL	8700.00	8700.00	17,400.00

SALARIES & WAGES			1st Yr (9 mo.)	2nd Year	24 month Total
Position Title/Hr.Salary	No. of Months	% of Time			
Intervention Specialist	24	84%	83,505	83,505	167,010
Intervention Specialist	24	84%	82,661	82,661	165,322
					-
					-
					-
		TOTAL	166,166.00	166,166.00	332,332.00

FRINGE BENEFITS			1st Yr (9 mo.)	2nd Year	24 month Total
Description	% Rate	Rate Applied to:	166,166.00	166,166.00	Total
FICA	1.45%		2,409	2,409	4,819
Workmen's Compensation	3.00%		4,985	4,985	9,970
Health & Welfare Insurance	\$8060 ea per yr	2 years	16,121	16,121	32,242
Retirement or Pension	8.25%		13,709	13,709	27,417
Other SUI	3.00%		4,985	4,985	9,970
					-
		TOTAL	42,209	42,209	84,418

TRAINING MATERIALS & SUPPLIES			1st Yr (9 mo.)	2nd Year	24 Month Total
Description		Quantity/Price			Total
					-
					-
		TOTAL	-	-	-

OPERATING COSTS			1st Yr (9 mo.)	2nd Year	24 Month Total
Description		Quantity/Price			Total
					-
					-
		TOTAL	-	-	-

PROGRAM - OTHER			1st Yr (9 mo.)	2nd Year	24 Month Total
Description		Quantity/Price			Total
Mileage	.50 per mile	1700	425.00	425.00	850.00
					-
					-
		TOTAL	425.00	425.00	850.00

PARTICIPANT RELATED EXPENSE

INCENTIVES			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
Performance Incentives					-
*\$75 increments x 4 possible=\$300 max per participant					-
					-
Program Incentives-\$250 max per participant					-
					-
		TOTAL	-	-	-

SUPPORTIVE SERVICES			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
		TOTAL	-	-	-

			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
		TOTAL	-	-	-

GRAND TOTAL		\$	217,500.06	217,500.06	435,000.12
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IN-KIND CONTRIBUTION			1st Year	2nd Year	24 Month
Description		Quantity/Price			Total
					-
					-
					-
					-
					-
					-
		TOTAL	-	-	-

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	SEPT 09- AUG 10 1st Year (A)	SEPT 10- AUG 11 2nd Year (B)	24 Month Budget Total (D)
118	Indirect Costs/Administrative	8,700.00	8,700.00	17,400.00
201	Staff Salaries	166,166.00	166,166.00	332,332.00
202	Fringe Benefits	42,209	42,209	84,418
203	Training Materials & Supplies	-	-	-
204	Operating Costs	-	-	-
205	Program - Other	425.00	425.00	850.00
PARTICIPANT RELATED COSTS				
301	Incentives	-	-	-
302	Support Services	-	-	-
Total Funds Requested:		217,500	217,500	435,000

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

Acct. No.	Budget Category	(A)	(B)	(C)
	In-Kind Contribution	-	-	-
Total In-Kind:		-	-	-

Note: Use column A & B to record funds requested for the first and second year of performance. Use Column C to request budget modification changes to your original budget (i.e., requests for additional funds or line item changes); and use Column D to record the totals (A + B, and + or - C).