

1 CONTRACT

2 **29750**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 the 1st day of June, 2006, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on June 20, 2006, by and between
6 INSTRUMENT *mp 9/60* PERSONNEL INCORPORATED, dba, COLLEGE OF
7 INSTRUMENT *mp 9/60* TECHNOLOGY, a California corporation, with offices located at
8 17156 Bellflower Boulevard, Bellflower, California 90706, ("Contractor") and the CITY OF
9 LONG BEACH, a municipal corporation ("City").

HED mp 9/60
HED mp 9/60

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

12 1.1 The City submitted an application ("Application") to the Employment
13 Development Department (the "State") of the State of California, Employment
14 Development Department, for funds to provide meaningful training and employment
15 opportunities for economically disadvantaged, unemployed and underemployed
16 persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as
17 Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations,
18 directives, policies, procedures and amendments issued thereto and/or legislation,
19 regulations, policies, directives, and/or procedures which may replace the
20 Workforce Investment Act; and

21 1.2 The Application was approved by the State and a Workforce
22 Investment Act subgrant has been executed by and between the State and the City
23 authorizing such programs and providing the funding therefor under Workforce
24 Investment Act Master Subgrant Agreement, which has been designated as No.
25 R692480 the ("Prime Contract"); and

26 1.3 Contractor desires to participate in said program and is qualified by
27 reason of experience, preparation, organization, staffing and facilities to provide
28 services;

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1 1.4 City is willing to utilize Contractor to provide WIA training services for
2 dislocated workers and adults located in the greater Long Beach area.

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

5 **SECTION 1. DOCUMENT INCORPORATION.**

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

8 A. The Prime Contract, Exhibit "A", and any extension or continuation
9 thereof or any grant agreement which is the successor thereto which authorizes a
10 training and employment program for economically disadvantaged, unemployed and
11 underemployed persons, and the documents incorporated therein and attachments
12 thereto, including the assurances and certifications made by the City to the State.

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

17 C. The Fee Schedule ("Budget") for the training and employment
18 activities to be provided by Contractor (the "Services") attached hereto as Exhibit
19 "C".

20 Contractor and City agree to be bound by all the terms, conditions and
21 provisions contained in the Prime Contract, the Application the Statement of Work and
22 Budget (collectively, the "Contract Documents"). Contractor hereby agrees to assume full
23 responsibility for the performance of the operation, coordination and administration of such
24 program pursuant to all the terms and conditions of Exhibits "B" and "C" to the extent that
25 said documents are applicable to the delivery of services by Contractor hereunder; and the
26 parties hereto agree to perform all duties, obligations and tasks to be performed by each
27 party under the Contract Documents. In the event there is any conflict between the
28 provisions of this Contract and the provisions of the Prime Contract, including the

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1 attachments thereto and the documents incorporated therein, as presently worded as or
2 amended in the future, the parties agree that the provisions of the Prime Contract shall
3 control.

4 Contractor shall conduct training and employment activities in accordance
5 with the provisions of the Contract Documents.

6 **SECTION 2. TERM.**

7 The term of this Contract ("Term") shall be deemed to have commenced as
8 of June 1, 2006, and unless sooner terminated pursuant to the provisions hereof, shall
9 terminate at midnight on May 31, 2007. Either of the parties hereto shall have the right to
10 terminate this Contract in its entirety at any time during the Term for any or no reason
11 whatsoever by giving 15 days prior written notice of termination to the other party. City
12 shall have the additional right to cancel any part of this Contract at any time during the
13 Term for any reason whatsoever by giving 15 days notice of such cancellation to the
14 Contractor.

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

23 **SECTION 3. PERFORMANCE REVIEW.**

24 After each quarter during the Term, the City will conduct a review of
25 Contractor's performance by comparing the Contractor's planned performance and
26 contract earning levels with the actual performance and contract earning levels achieved
27 by Contractor. If the Contractor is ten percent (10%) below planned performance and
28 contract earning levels at the end of the any quarter, the Contractor may be required to

1 implement a corrective action plan. Any such corrective action plan shall be subject to
2 review and approval by the City.

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

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

8 The total amount which shall be payable by City to Contractor for Contractor's
9 services during the Term shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

10 The City shall, in due course, reimburse the Contractor for the actual,
11 reasonable and necessary costs and expenses incurred by Contractor in the performance
12 of this Contract which are authorized and approved by Exhibit "C" and are in accordance
13 with and pursuant to the Prime Contract, to the extent that such Prime Contract is
14 applicable to the Contractor's performance hereunder. Such payments by the City shall
15 be made only from funds received by City under the Prime Contract and shall be payable
16 only after the City receives said funds with which to make such payments.

17 City may make advance payments to the Contractor as only to the extent
18 such payments are authorized and permitted by the State. Such advance payments shall
19 only be made from funds which are received by the City from the State under the Prime
20 Contract for such disbursement to the Contractor and such payments shall be made in
21 accordance with said Prime Contract and pursuant to Exhibit "C". In no event shall the
22 total of such advance payments exceed an amount equal to the average budgeted
23 expenses for one (1) month as set forth in Exhibit "C". Contractor will maintain a separate
24 account number within its accounting system for funds received hereunder as advance
25 payments.

26 Payment to the Contractor shall be limited to the amounts specified in Exhibit
27 "C" for the categories, criteria and rates established in said Attachment. Contractor may,
28 with the prior written approval of the City Manager of the City of Long Beach ("City

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1 Manager”) or his designee make adjustments within and among the categories of
2 expenditures in the Budget, and modify the performance to be rendered hereunder as
3 provided in Exhibit "B" ; provided, however, that any such adjustment in expenditures shall
4 not result in an increase in the amount of the Budget. The agent or representative of
5 Contractor who signs as the maker of checks or drafts or in any manner authorizes the
6 disbursement of said funds or expenditure of same shall be covered by a blanket fidelity
7 or comprehensive crime bond regarding the handling of said funds in an amount set out
8 in Section 11, paragraph E of this Contract.

9 Contractor shall not charge nor receive compensation under this Contract for
10 any services or expenses unless said services or expenses are directly and exclusively
11 related to the purposes of this Contract, and provided that payment is not also received by
12 Contractor from some other source for said services or expenses.

13 Disbursement of funds received from the State shall be under the direction
14 of the City Manager or his designee and shall be in accordance with the provisions of this
15 Contract and made pursuant to the Prime Contract and any additional procedures,
16 regulations and reporting requirements which are established by the City that do not
17 conflict with applicable procedures, regulations and reporting requirements the State.

18 All payments to Contractor by the City, including advance payments will be
19 based upon invoices and the necessary supporting documents which the State and the
20 City may require Contractor to submit. The expenditure of all funds shall be accounted for
21 promptly, and Contractor shall keep separate detailed accounts for each expenditure for
22 each component part of this project.

23 Public or private non-profit contractor revenues in excess of costs are to be
24 treated as program income or profits in accordance with the City of Long Beach Program
25 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as amended, and will be used to
26 further program objectives unless the Governor of the State of California requires that such
27 income be turned over to the State.

28 **SECTION 5. RECORDS.**

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

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

11 **SECTION 6. FINANCIAL REPORTS.**

12 Contractor shall promptly distribute to the City Manager or his designee
13 copies of all correspondence including, but not limited to, financial, operational and
14 performance reports which Contractor submits to or receives from the State. Contractor
15 shall provide such other reports, documents or information as may be requested or
16 required by the City or the State within three (3) days of written request. Upon expiration
17 or earlier termination of this Contract, and within the time and in the manner prescribed by
18 the City the Contractor shall perform all necessary close-out procedures required by the
19 State and the City, including preparation of close-out reports and transmittal to the City of
20 all documents in the possession of Contractor which relate to the conduct of the program,
21 within the time and in the manner prescribed by the City. Final payment to the Contractor
22 under this Contract will be paid only after the City has determined that Contractor has
23 satisfactorily completed said close-out procedures.

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

1 requirement, the Contractor shall be liable for any costs incurred by City for a substitute
2 audit or review.

3 **SECTION 7. ACCOUNTING PROCEDURES.**

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

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

15 A. Maintain a bank account and perform monthly bank reconciliations.

16 1. Deposit all receipts in the bank account promptly and intact.

17 (Do not pay any expense directly out of cash receipts).

18 2. Maintain bank validated copies for every deposit slip in
19 chronological order. Each deposit slip should include sufficient detail to
20 explain the source of the funds being deposited. (This may be done by
21 recording the details on the deposit slip or by attaching supporting
22 documentation which may have been received with the receipts.)

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

25 B. Designate specific employees to perform each of the following
26 functions:

27 1. Receipt for goods and services provided to Contractor.

28 2. Approve the purchase of goods and services for Contractor.

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3. Approve employee time sheets.

4. Each above function shall be designated to a different employee.

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

1. Original invoice from each vendor.

2. Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

3. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and dated and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

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

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

1. Bank statements and bank reconciliations.

2. Deposit slips and supports.

3. Checks and supports.

4. Time sheets or documentation to verify Contractor's labor costs.

5. Cash receipts and cash disbursement journals.

6. Requests for reimbursement and supports.

7. Financial statements.

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

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

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

8 **SECTION 8. INDEPENDENT CONTRACTOR STATUS.**

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

21 **SECTION 9. ASSIGNMENT.**

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

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

25 Contractor expressly agrees to defend, protect, indemnify and hold
26 GLBWDB, the City, their respective officers, employees and agents ("indemnified parties"),
27 free and harmless from and against any and all claims, damages, expenses, loss or liability
28 of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of

1 Contractor, its officers, agents or employees in the performance of this Contract.
2 Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that
3 may be instituted against either the indemnified parties and Contractor shall pay any
4 settlement entered into or satisfy any judgment that may be rendered against either the
5 indemnified parties as a result of said acts or omissions of Contractor, its officers, agents
6 or employees in the performance of this Contract.

7 **SECTION 11. INSURANCE.**

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

12 A. Comprehensive General Liability in an amount not less than Two
13 Million Dollars (\$2,000,000) combined single limit for each occurrence or Four
14 Million Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and
15 property damage. The indemnified parties shall be covered as insureds as respects
16 liability arising out of activities performed by or on behalf of the Contractor and
17 coverage shall be in a form acceptable to the Risk Manager of the City ("Risk
18 Manager").

19 B. Automobile Liability in an amount not less than Five Hundred
20 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and
21 property damage covering owned, non-owned and hired vehicles.

22 C. Workers' Compensation as required by the Labor Code of the State
23 of California and Employers' Liability Insurance with limits of One Million Dollars
24 (\$1,000,000) per occurrence.

25 D. Accidental Medical, Death and Dismemberment Insurance for all
26 participants not entitled to workers' compensation benefits under the provisions of
27 Section 3700 of the Labor Code of the State of California, unless this requirement
28 has been waived in writing by the Risk Manager. Said insurance shall have limits

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1 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and
2 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

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

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

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

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

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

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

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

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

- 10 1. The dangers of drug abuse in the workplace,
- 11 2. The person's or organization's policy of maintaining a drug-free
12 workplace,
- 13 3. Any available counseling, rehabilitation and employee
14 assistance programs, and
- 15 4. Penalties that may be imposed upon employees for drug abuse
16 violations.

17 C. Ensuring that every employee who provides services under this
18 Contract:

- 19 1. Will receive a copy of Contractor's drug-free policy statement,
20 and
- 21 2. Will agree to abide by the terms of Contractor's statement as
22 a condition of employment on this Contract:

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

28 **SECTION 13. NON-DISCRIMINATION.**

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

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

15 **SECTION 14. CONFIDENTIALITY.**

16 Contractor shall keep confidential all financial, operations and performance
17 records relating to its performance of this Contract ("Data") and shall not disclose the Data
18 or use the Data directly or indirectly other than in the course of services provided
19 hereunder. The obligation of confidentiality shall continue following expiration or earlier
20 termination of this Contract. In addition, Contractor shall keep confidential all information,
21 whether written, oral, or visual, obtained by any means whatsoever in the course of
22 Contractor's performance hereunder for the same period of time. Contractor shall not
23 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
24 others without first obtaining the prior written authorization and consent of the City.

25 All data and other information, in whatever form or medium, compiled or
26 prepared by Contractor in performing its services or furnished to Contractor by City shall
27 be the property of City and City shall have the unrestricted right to use or disseminate
28 same without payment of further compensation to Contractor. Copies of Contractor's work

1 product may be retained by Contractor for its own records.

2 **SECTION 15. BREACH OF CONFIDENTIALITY.**

3 Contractor shall not be liable for a breach of confidentiality with respect to

4 Data that:

5 (a) Contractor demonstrates Contractor knew prior to the time City
6 disclosed it; or

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

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

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

15 **SECTION 16. NOTICES.**

16 All notices required or given pursuant to the provisions hereof may be served
17 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to
18 receive the same at the address indicated herein and deposited postage prepaid, in the
19 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.
20 Such notices shall be effective on the date personal service is effected or the date of the
21 signature on the return receipt. For the purposes hereof, the address of the City and the
22 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333
23 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for
24 service of any such notices shall be College of Instrumentation Technology, 17156
25 Bellflower Boulevard, Bellflower, California 90706, Attention Marcia Durbin, Telephone
26 (562) 925-1785, Fax. No. (562) 925-5855.

27 **SECTION 17. CONTRACT ADMINISTRATION.**

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

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

3 **SECTION 18. CORPORATE STATUS.**

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

7 **SECTION 19. ENTIRE AGREEMENT.**

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

14 **SECTION 20. CAPTIONS AND ORGANIZATION.**

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

19 **SECTION 21. TAX IDENTIFICATION NUMBER.**

20 Contractor's Tax Identification Number is [REDACTED]

21 **SECTION 22. AUTHORIZATION TO EXECUTE.**

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

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

INSTRUMENT ^{mgt} ^{CEO} PERSONNEL
INCORPORATED dba, COLLEGE OF
INSTRUMENT TECHNOLOGY, a
California corporation

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Dated: JULY 20, 2006

By Marcia June Durbin
Title President

Dated: JULY 20, 2006

By Harold E. Durbin
Title CEO
"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: Aug 4, 2006

By [Signature]
City Manager
"City"

The foregoing Contract is hereby approved as to form this 27th day of
July, 2006.

ROBERT E. SHANNON, City Attorney

By Charles Parkin
Deputy

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ADMINISTRATOR COPY

Dist.

WIA
7-21-05

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: R692480
MODIFICATION NO: 01

<p>SUBGRANTOR: State of California Employment Development Dept. Workforce Investment Division P.O. Box 826880, MIC 69 Sacramento, CA 94280-0001</p>

SUBGRANTEE: CITY OF LONG BEACH
3447 ATLANTIC AVENUE
LONG BEACH, CA 90807

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I-A (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I-Y (WIA TITLE I YOUTH FORMULA)	Exhibit DD, pages 1 through 1
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(s): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	PRIOR AMOUNT: \$557,458.00 INCREASE/DECREASE: \$5,602,903.00 TOTAL: \$6,160,361.00
--	--

TERMS OF AGREEMENT: From 04/01/2005 to 06/30/2007	Terms of Exhibits are as designated on each exhibit
--	---

PURPOSE: To incorporate and add WIA Youth, Adult and Dislocated Worker Formula funding into this PY 2005/2006 subgrant agreement.

<p>APPROVED FOR SUBGRANTOR (EDD) (By Signature)</p> <p><i>David D. Kuzin</i></p> <p>Name and Title BIZL BURKE ASSISTANT DEPUTY DIRECTOR WORKFORCE DEVELOPMENT BRANCH</p> <p>I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:</p> <p><i>Marsha Sutton</i> Signature of EDD Accounting Officer</p>	<p>APPROVED FOR SUBGRANTEE (By Signature)</p> <p>Unilateral modification. Subgrantee Signature not required.</p> <p>Name and Title</p> <p>This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:</p> <p><i>[Signature]</i> Signature of EDD Contract Officer</p>
--	---

WIA SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R692480
MODIFICATION NO: 01

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
96156 WIA TITLE I ADULT FORMULA (201) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$425,854.00	\$0.00	\$425,854.00
98286 WIA TITLE I ADULT FORMULA (202) : 10/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$1,642,355.00	\$0.00	\$1,642,355.00
TOTAL TITLE I-A	\$0.00	\$2,068,209.00	\$0.00	\$2,068,209.00
TITLE I-D: WIA-DISLOCATED WORKERS				
96206 TITLE I DISLOCATED WORKER (501) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$538,850.00	\$0.00	\$538,850.00
98216 TITLE I DISLOCATED WORKER (502) : 10/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$1,323,466.00	\$0.00	\$1,323,466.00
TOTAL TITLE I-D	\$0.00	\$1,862,316.00	\$0.00	\$1,862,316.00
TITLE I-Y: YOUTH				
96106 WIA TITLE I YOUTH FORMULA (301) : 04/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$557,458.00	\$0.00	\$0.00	\$557,458.00
96106 WIA TITLE I YOUTH FORMULA (302) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$1,672,378.00	\$0.00	\$1,672,378.00
TOTAL TITLE I-Y	\$557,458.00	\$1,672,378.00	\$0.00	\$2,229,836.00
GRAND TOTAL:	\$557,458.00	\$5,602,903.00	\$0.00	\$6,160,361.00

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: R692480
MODIFICATION NO: 01

EXHIBIT CC
Page 1 OF 2

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS: 07/01/2005 TO: 06/30/2007

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 202 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 202 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Adult funding streams are available or expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R692480
MODIFICATION NO: 01

EXHIBIT CC
Page 2 OF 2

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS: 10/01/2005 TO: 06/30/2007

| Use of funds added by this modification is limited to this period and |
| additionally limited by the recapture provisions applicable to this |
| funding source. The state may at its discretion recapture funds obligated |
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 202 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 202 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Adult funding streams are available or expenditures provided an approved plan is on file with the State of California.

| This exhibit adds to and does not replace the terms and conditions of any other exhibit |
included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R692480
MODIFICATION NO: 01

EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I YOUTH FORM 2 302

TERM OF THESE FUNDS: 07/01/2005 TO: 06/30/2007

| Use of funds added by this modification is limited to this period and |
| additionally limited by the recapture provisions applicable to this |
| funding source. The state may at its discretion recapture funds obligated |
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to incorporate and add the remaining balance of your Workforce Investment Act (WIA) Youth Formula funds for Program Year 2005/2005. Since these youth funds carry a different effective date than the first portion of your youth allocation, a new grant code was needed. This funding will be encumbered into grant code 302. All youth participants must continue to be enrolled and reported under grant code 301.

| This exhibit adds to and does not replace the terms and conditions of any other exhibit |
included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R692480
MODIFICATION NO: 01

EXHIBIT EE
Page 1 OF 2

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS: 07/01/2005 TO: 06/30/2007

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. Grant Code 501 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 502 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 502 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R692480
MODIFICATION NO: 01

EXHIBIT EE
Page 2 OF 2

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS: 10/01/2005 TO: 06/30/2007

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. Grant Code 501 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 502 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 502 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT B

Scope of Work

**Vocational Training
Fee for Services**

CONTRACTOR: College of Instrument Technology
17156 Bellflower Blvd.
Bellflower, CA 90706

CONTRACT PERIOD: June 1, 2006– May 31, 2007

I. STATEMENT OF WORK:

In accordance with this Contract, the City of Long Beach Workforce Development Bureau (Bureau), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services to eligible trainees enrolled in training at the College of Instrument Technology, hereinafter known as the Provider.

II. APPROVED PROGRAMS

Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are listed in the State of California Eligible Training Provider List (ETPL). If the cost of training specified in the ETPL is less than the amount listed in the Provider catalog, the ETPL will prevail. Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by the Bureau or other sponsoring Local Workforce Investment Area.

III. CUSTOMER REFERRAL AND RECRUITMENT

The Provider understands that only trainees referred by the Bureau may be enrolled into approved training under this Agreement. The Bureau shall forward a letter of Authorization to Provider for each and all authorized Trainees.

IV. COST

The total amount reimbursed to the Provider, shall not exceed the amount as documented in the ETPL. The Provider shall not exceed \$200,000 of Workforce Investment Act (WIA) funds during the duration of this Agreement.

In no event shall the Bureau reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Provider is entitled to

that portion of the total reimburseable amount set forth in this Agreement, based on the total number of hours training was actually provided in accordance to California Education Code Section 94318.5 (a) and the Maxine Waters School Reform and Student Protection Act Section 94870.

Reimbursement to the Provider will be based on the provision of stated training services (as specified in the *ITA Scholarship* and the provision of trainee evaluations. If specified training services are not adequately provided and/or if trainee evaluations are not provided per the stipulations in this Agreement, payment to the Provider by the Bureau may be delayed or withdrawn.

The Provider agrees that the trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as an "Total Trainee Obligation" in the *ITA Scholarship*. The Provider understands that a violation of this provision may result in termination of the Agreement, at Bureau's discretion.

The Provider agrees to seek and utilize other types of financial aid (i.e., Pell Grants) if applicable/available prior to use of Workforce Investment Act funds. If applicable, the Provider must provide the Bureau with written information concerning financial aid received by each trainee under this Agreement within thirty days of receipt or by the "Completion" payment point specified, whichever comes first. Acceptable documentation, to be submitted to the Employment Specialist, shall include a notice of award or denial for financial aid issued by the Provider as a PELL/Other grant entity or completion of the *Financial Aid Eligibility Verification Form*. If acceptable documentation is not submitted within the timeframe specified, payment to the Provider by the Bureau may be delayed or withdrawn. Upon receipt of a notice of award, a revised ITA Scholarship will be issued and specify an amended "(Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be distributed by the Provider to the Trainee, if applicable.

The Provider agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of seven (7) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Bureau or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies of the above referenced records, upon request from the Bureau. The Provider agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

This agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. This agreement shall also be governed by all other applicable laws of the State of California.

V. PERFORMANCE

The Bureau retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Provider may be delayed or withdrawn.

The Provider agrees to provide daily attendance reports and progress reports on a regular basis (one every month, unless otherwise agreed upon) and any other pertinent student evaluation information per this Agreement. If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.

The Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a) (b).

The Provider shall personally perform all services herein and documented in the ETPL. Any attempt by the Provider to delegate or subcontract its duties under this agreement shall be void and allow the Bureau to immediately terminate this Agreement and withdraw payment(s).

VI. PROVIDER ASSURANCES

The Provider shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents from public agencies, counselors, or any other source. Without permission of the Bureau, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.

The Provider shall ensure that Trainee is provided with Provider's grievance procedures.

If Trainee chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document the reason for termination. The Provider shall notify the Bureau in writing within two (2) business days of learning of Trainee's decision.

The Provider may terminate/suspend Trainee on the same basis Provider would terminate/suspend any other participant receiving educational services. The Provider shall first advise the Bureau in writing, within five (5) business days, of the impending termination/suspension. The Provider shall provide the Bureau an opportunity to correct the reason for the termination/suspension within an agreed upon time frame. Upon termination/suspension, the Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.

The Provider shall provide the Trainee with cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.

The Provider shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.

The Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Provider and Provider shall defend and hold the Bureau harmless from any expense or liability arising from Provider's non-compliance herein.

The Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:

- That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participate in any WIA Title 1 financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
- Title IX if the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Provider shall ensure compliance with the Bureau policy that prohibits retaliation or reprisal against an individual that:

- Has filed a complaint;
- Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
- Furnished information to or assisted or participated in any manner in and investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions, and
- Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.

The Provider shall permit access by the Bureau or designated agency records of employment, employment advertisements, application forms and other pertinent data and records, for the purposed of investigation to ascertain compliance with the fair employment practices provisions of this contract.

The Provider agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either the Bureau or the State.

The Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.

The Provider shall ensure that training involving sectarian or political activities is prohibited.

VII. TERMS

The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. There are no oral understandings or agreements not incorporated herein. The Provider may not commence training until such approval has been obtained.

The Agreement may be terminated by either party upon ten (10) business days written notice to the other.

VIII. INVOICING

The Provider shall submit invoices for payment for each student enrolled. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) a Provider billing contact name, and f) Federal Tax Identification Number.

Original invoices must be mailed for verification and review to Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA, 90807, Attn: WIA Program Supervisor. Please address all inquiries, regarding the status of pending invoices to the Bureau's WIA Program Supervisor, at (562) 570-3748.

Payment for training shall be disbursed as follows:

At Attainment of Initial Training Objectives	40%
At Completion	40%
At Placement	<u>20%</u>
	100%

At Attainment of Initial Training Objective(s): This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has participated a minimum of 100 hours in training and has attained learning objectives as outlined in the course curriculum and training schedule, and (b) The Provider has submitted to the Bureau Employment Specialist verification of enrollment, daily attendance records, progress reports, test scores (if applicable) and copies of certificates (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) (calendar) days from the completed benchmark.

At Completion: This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Provider's course curriculum and training schedule, and has attained the test score(s) or achievement level prescribed for completion, b) the Provider has submitted to the Bureau Employment Specialist, daily attendance records, progress reports, test scores (if applicable), a copy of a certificate(s) of completion, and the notice of award or denial for financial aid or the Financial Aid Eligibility Verification Form (Attachment F) if not already submitted (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark

At Placement: This pay point will have been earned and may be billed for by the Provider when the Trainee has been placed in a full-time (minimum 32 hours weekly) permanent training-related position by the Provider within 90 days of completion of training, and after 30 days of employment retention. If the Trainee is not placed in a full-time permanent training related position by the Provider within 90 days of completion of training, and retained after 30 days, this pay point may be earned and billed for by the Provider by submitting documentation of job placement/retention efforts.

All placements made by Provider will be reviewed by Bureau staff for verification of job placement by Provider, and 30-day employment retention. The Provider shall provide, along with the final invoice, a completed Bureau Placement Form when requesting payment of placement/retention. All required invoices related to this pay point shall be

submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) (calendar) days from the completed benchmark.

IX. STUDENT EVALUATIONS (PROGRESS REPORTS)

Bureau standardized Progress Reports, or Providers Progress Reports with a minimum of information identified below shall be provided by the Provider at a minimum of one every month for the duration of training, at the completion of each module (as outlined in the training schedule) and at completion of training.

- | | | | |
|---|---------------------------------------|---|---|
| ✓ | Minimum Progress Report Requirements: | ✓ | Instructor Name |
| ✓ | Provider Name | ✓ | Evaluation period |
| ✓ | Provider Address and Phone # | ✓ | Attendance |
| ✓ | Training Program | ✓ | Training Performance (i.e., is the trainee progressing on schedule) |
| ✓ | Trainee Name | ✓ | Comments |
| ✓ | Employment Specialist Name | ✓ | Trainee Signature and Date |
| | | ✓ | Instructor Signature and Date |

X. RECORD MANAGEMENT AND TIMELINES:

- A. Contractor will provide all assessment results to the appropriate referring agency or case manager within five working days of assessment completion.
- B. All records shall be made available to the City for inspection on an as-needed basis.
- C. Contractor will be responsible for the accuracy and completeness of all testing and for the security of all related documents and data.

VI. CONTINUATION OF CONTRACT:

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of WIA funds from the State of California.

VII. CONTRACT MODIFICATION:

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

- A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the City.
- B. The Workforce Investment Area may initiate a modification at anytime during the contractual term with written concurrence from the Provider.
- C. Any changes made in Attachment "C" Fee Schedule must be approved by the City and be processed either through a Letter of Modification or an Amendment.



**INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP
FINANCIAL AID ELIGIBILITY VERIFICATION**

ITA Training Providers should provide the City of Long Beach Workforce Development Bureau (Bureau) Trainees with information regarding financial assistance, along with the appropriate forms and/or application. If the Trainee qualifies for any type of Financial Aid awards, the awards are first applied towards the training cost BEFORE ITA funds are provided.

Trainee _____ SS# _____

Training Provider _____

A) Total Cost of Training Program _____
(including books, materials, supplies specifically required for the program as reflected on the Eligible Training Provider List)

B) Type (s) of Financial Aid to be received

PELL _____

Veteran's Benefits _____

SEOG _____

OTHER _____

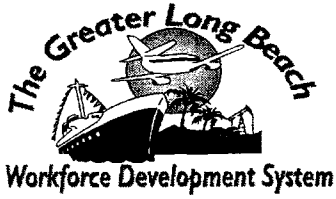
C) Sum Total of (B) Financial Aid Received _____

D) Total Tuition Charged to (ITA)
(SUBTRACT LINE C FROM LINE A) _____

Bureau Trainee Signature Date

Training Provider Financial Aid Officer Date

6/04



TRAINING PROVIDER PLACEMENT FORM

Component: _____

Trainee Name: _____ SS#: _____

Provider Name / Placement Staff: _____

Telephone Number/Fax Number: _____

PLACEMENT INFORMATION:

Date Employed: _____

Employer Name: _____

Employment Address: _____

Employer Mailing Address
(If different from above): _____

Employer Contact: _____

Telephone Number/Fax Number: _____

Job Code/Job Title: _____

Job Description: _____

Hours Per Week: _____ Hourly Wage: _____

Receiving Fringe Benefits: Yes No Job Covered by UI: Yes No

Training Related Employment: Yes No Apprenticeship: Yes No

Non-Traditional Employment for Women: Yes No

.....
Training Provider Signature/Date: _____

Employment Specialist Signature/Date: _____

Comments: _____



WORKFORCE INVESTMENT ACT (WIA)

TRAINEE EVALUATION (PROGRESS REPORT)

The following trainee evaluation information must be provided by the Training Provider to the Career Transition Center for the Workforce Investment Act (WIA) Trainee indicated below, per the Educational Agreement signed by The Greater Long Beach Workforce Development System and Training Provider. This standardized form must be used and must not be altered in any way. Please photocopy a blank copy of this document as many times as needed, complete, and then send to the Employment Specialist named below at: **Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807.**

PROVIDER NAME: _____ TRAINEE NAME _____

PROVIDER ADDRESS: _____ TRAINEE'S SOCIAL SECURITY NUMBER: _____

_____ EMPLOYMENT SPECIALIST NAME: _____

TELEPHONE NUMBER: _____

INSTRUCTOR NAME: _____ DATE OF EVALUATION: _____

PROGRAM TITLE:						
TOTAL HOURS OF INSTRUCTION:			TOTAL WEEKS OF TRAINING:			
MODULES	DATE		TOTAL HOURS	ATTENDANCE		GRADE
	TO	FROM		ABSENT	TARDY	

Work Habits (Effort, Ability and Attitude): Outstanding Very Good Good Need Improvement

Comments: _____

Both parties agree to having reviewed this report and are in agreement with the information documented herein.

Trainee Signature _____ Date _____

Provider Signature _____ Date _____

my ATTACHMENT B

PAGE 9 OF 10 PAGES

ITA SCHOLARSHIP NUMBER:

CITY OF LONG BEACH
WORKFORCE DEVELOPMENT BUREAU
INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP

DATE: ACCOUNT/SCHOLARSHIP: Initial Modified

FUNDING SOURCE: Adult Dislocated Worker Other (specify) Grant Code:

TRAINEE NAME: SSN: CASE #:

EMPLOYMENT SPECIALIST: PHONE#:

PROVIDER NAME: STATE PROVIDER ID:

ADDRESS:

PROGRAM NAME: PROGRAM CODE:

START DATE: COMPLETION DATE:

TRAINING SERVICES	TRAINING COST	VENDOR (IF DIFFERENT FROM PROVIDER)
Tuition (administrative, registration, and class fees)		
Fees (memberships, room rentals, entrances, etc.)		
Expenses (books, materials, special transportation, parking passes, etc.)		
Other:		
Other:		
Other:		
Total Training Cost		
PELL/Other Financial Assistance		
Other Education Related Costs (disburse to Trainee)		
Total Obligation (City of Long Beach)		
Total Trainee Obligation		

COMMENTS: _____

RECOMMENDED BY: _____ Date _____
Program Supervisor

APPROVED BY: _____ Date _____
Operations Officer

STATEMENT:

I understand that I must access this Individual Training Account within forty-five (45) days from the date of issuance and that certain exceptions may be permitted due to unexpected circumstances (i.e., program scheduling constraints) upon authorization from designated staff. In addition, I understand that in no case will this Individual Training Account carry a balance after the training program is either completed or terminated.

Trainee Signature Date

cc: Fiscal Unit
Quality Assurance Unit
Trainee File

EXHIBIT C

College of Instrument Technology

Contact Information:

Name: Marcia Durbin, Director
Address: 17156 Bellflower Blvd., Bellflower, CA 90706
Phone: 562-925-1785 Fax: 562-925-5855

FEE FOR TRAINING SERVICE

COURSES OFFERED	TRAINING TIME	COST
Heavy Equipment Operator/Driver	8 Weeks	\$5,499
Heavy Equipment Operator/Driver	8 ⁹ Weeks	\$7,899
Truck Driver – Class A	6 Weeks	\$3,379
Electrical/Instrument Maint. – Basic	8 Weeks	\$3,500
Electrical/Instrument Maint. – Dual Craft	16 Weeks	\$6,562
Electrical/Instrument Maint. – Dual Craft	24 Weeks	\$8,960
Contractors Business Development	16 Weeks	\$6,579
Word Processing/Computer Graphics	16 Weeks	\$6,520
Contract not to exceed:		\$200,000