

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

1 CONTRACT

2 **29461**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 the 1<sup>st</sup> day of October, 2005, for reference purposes only, pursuant to a minute order  
5 adopted by the City Council of the City of Long Beach at its meeting held on October 4,  
6 2005, by and between the COMMUNITY COLLEGE FOUNDATION, a non-profit  
7 corporation, with offices located at 1902 Royal Oaks Drive, Sacramento, California 95815,  
8 hereinafter referred to as "CONTRACTOR," and the CITY OF LONG BEACH, a municipal  
9 corporation, hereinafter referred to as the "CITY").

10 RECITALS

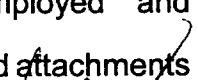
11 This Contract is made with reference to the following facts and objectives:

- 12 1. City has entered into an agreement with the State of California,  
13 Employment Development Department (hereinafter "State") to provide Title I of Workforce  
14 Investment Act of 1998 (WIA) "out-of-school" activities and services to Long Beach area  
15 youth under Master Subgrant No. R692480 ("Prime Contract").
- 16 2. In order to fulfill its obligations to State under the Prime Contract, City  
17 desires to engage Contractor to provide certain WIA program activities and services.
- 18 3. Contractor desires to perform such work in accordance with the terms  
19 and conditions of this Contract.

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

22 Section 1. Document Incorporation.

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

- 25 A. The Prime Contract and any extension or renewal thereof or any grant  
26 agreement which is the successor thereto which authorizes a training and  
27 employment program for economically disadvantaged, unemployed and  
28 underemployed persons, and the documents incorporated therein and attachments
- 

1 thereto, including the assurances and certifications made by the City to the State.

2 B. Contractor's program description, statement of work to be performed,  
3 Contractor's operation plan for participants, program conditions and standards for  
4 Contractor's performance under this Contract (collectively, the "Statement of Work")  
5 attached as Attachment "A" hereto.

6 C. Contractor's line item budget ("Budget") attached hereto as  
7 Attachment "B" for training and employment activities to be provided by Contractor  
8 (the "Services").

9 D. Contractor's Program Planning Summary ("Summary") a copy of which  
10 attached hereto as Attachment "C".

11 E. Contractor's Budget Information Summary ("Budget Summary"),  
12 attached hereto as Attachment "D".

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

25 Contractor shall provide the Services in accordance with the provisions of the  
26 Contract Documents.

27 Section 2. Term.

28 The term of this Contract ("Term") shall be assumed to have commenced on

1 October 17, 2005, and unless sooner terminated pursuant to the provisions hereof, shall  
2 terminate at midnight on September 30, 2006. Either of the parties hereto shall have the  
3 right to terminate this Contract in its entirety at any time during the Term for any or no  
4 reason whatsoever by giving 15 days prior written notice of termination to the other party.  
5 City shall have the additional right to cancel any part of this Contract at any time during the  
6 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
7 Contractor.

8 Notwithstanding the foregoing, the City shall have the right to terminate and  
9 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
10 Contractor subjects the City to liability, legal obligations or program operation obligations  
11 beyond the obligation of City under the Prime Contract.

12 If this Contract is terminated prior to the expiration of the Term, Contractor  
13 shall be reimbursed for all eligible program costs which have accrued but not been paid  
14 through the effective date of termination. Contractor agrees to accept such amount, plus  
15 all amounts previously paid, as full payment and satisfaction of all obligations of City to  
16 Contractor.

17 Section 3. Performance Review.

18 After each quarter during the Term, the City will conduct a review of  
19 Contractor's performance by comparing the Contractor's planned performance and  
20 contract earning levels with the actual performance and contract earning levels achieved  
21 by Contractor. If the Contractor is ten percent (10%) below planned performance and  
22 contract earning levels at the end of the any quarter, the Contractor may be required to  
23 implement a corrective action plan. Any such corrective action plan shall be subject to  
24 review and approval by the City.

25 Underperformance at the end of the second quarter or any quarter thereafter,  
26 shall permit the City to unilaterally cancel this Contract or, in the alternative and at the sole  
27 discretion of the City, deobligate funds from this Contract up to the amount of the  
28 underexpenditures.

1                   Section 4. Contract Amount and Payment.

2                   The total amount which shall be payable by City to Contractor for Contractor's  
3 services during the Term shall not exceed One Hundred Thousand (\$100,000.00) Dollars.

4                   The City shall, in due course, reimburse the Contractor for the actual,  
5 reasonable and necessary costs and expenses incurred by Contractor in the performance  
6 of this Contract which are authorized and approved by Attachment "B" and are in  
7 accordance with and pursuant to the Prime Contract, to the extent that such Prime  
8 Contract are applicable to the Contractor's performance hereunder. Such payments by  
9 the City shall be made only from funds received by City under the Prime Contract and shall  
10 be payable only after the City receives said funds with which to make such payments.

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

20                  Payment to the Contractor shall be limited to the amounts specified in  
21 Attachment "B" for the categories, criteria and rates established in said attachment.  
22 Contractor may, with the prior written approval of the City Manager of the City of Long  
23 Beach ("City Manager"), or his designee, make adjustments within and among the  
24 categories of expenditures in the Budget and modify the performance to be rendered  
25 hereunder as provided in Attachment "A"; provided, however, that any such adjustment in  
26 expenditures shall not result in an increase in the amount of the Budget. The agent or  
27 representative of Contractor who signs as the maker of checks or drafts or in any manner  
28 authorizes the disbursement of said funds or expenditure of same shall be covered by a

1 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an  
2 amount set out in Section 11, paragraph E of this Contract.

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

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

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

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

22 Section 5. Records.

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

28 Contractor shall provide access to all documents and materials related to this

1 Contract and shall provide any information that the City, or its designee, requires in order  
2 to monitor and evaluate Contractor's performance hereunder. All such records shall be  
3 maintained and accessible for a period of seven (7) years from the expiration or earlier  
4 termination of this Contract.

5 Section 6. Financial Reports.

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

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

25 Section 7. Accounting Procedures.

26 On a monthly basis, commencing on the last day of month next succeeding  
27 the Effective Date of this Contract, the Contractor will submit an invoice with supporting  
28 documentation for payment based upon the cost categories in Attachment "B." These

1 invoices will be due within ten (10) working days after the end of each month Contractor  
2 shall complete the monthly payment requests in the format required by the City.

3           The Contractor will establish separate account numbers within its accounting  
4 system to account for the expenditures and revenues of this Contract. The Contractor's  
5 accounting system will be in compliance with all applicable procedures and Federal and  
6 State authorities having jurisdiction over this Contract, and shall be consistent with the  
7 fiscal and accounting procedure set forth in this Contract. Without limiting the generality  
8 of the foregoing, the Contractor shall adhere to the following fiscal and accounting  
9 procedures:

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

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

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

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

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

20           B.     Designate specific employees to perform each of the following  
21 functions:

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

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

24                     3.     Approve employee time sheets.

25                     4.     The designee for B.1 and B.2 above cannot be the same  
26 person.

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

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

All invoices and billings will be considered final and must be submitted within 45 calendar days from the end of the Term. Resolution of disputed matters must



1 be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole  
2 discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

3 Section 8. Independent Contractor Status.

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

16 Section 9. Assignment.

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

19 Section 10. Indemnification and Hold Harmless.

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

1 officers, agents or employees in the performance of this Contract.

2 Section 11. Insurance.

3 As a condition precedent to the effectiveness of this Contract, and at all times  
4 during the term hereof, at its sole expense and in partial performance of the obligations of  
5 indemnity assumed under Section 10 above, Contractor shall procure and maintain the  
6 following types and amounts of insurance:

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

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

17 C. Workers' Compensation as required by the Labor Code of the State  
18 of California and Employers' Liability Insurance with limits of One Million Dollars  
19 (\$1,000,000) per occurrence.

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

26 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
27 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand  
28 Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds

1 by those employee's agents or representatives of the Contractor who sign as the  
2 maker of checks or drafts or in any manner authorize the disbursement or  
3 expenditure of said funds.

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

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

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

23 Section 12. Drug-free Workplace.

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

- 27 A. Publishing a statement notifying employees that unlawful manufacture,  
28 distribution, dispensation, possession, or use of a controlled substance is prohibited

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

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

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

12 C. Ensuring that every employee who provides services under this  
13 Contract:

- 14 1. Will receive a copy of Contractor's drug-free policy statement,  
15 and
- 16 2. Will agree to abide by the terms of Contractor's statement as  
17 a condition of employment on this Contract:

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

23 Section 13. Non-Discrimination.

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

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

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

10 Section 14. Confidentiality.

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

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

25 Section 15. Breach of Confidentiality.

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

28 (a) Contractor demonstrates Contractor knew prior to the time City

1 disclosed it; or

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

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

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

10 Section 16. Copyrights and Patent Rights.

11 A. Contractor shall place the following copyright protection on all  
12 Data: © City of Long Beach, California 2005.

13 B. City reserves the exclusive right to seek and obtain a patent or  
14 copyright registration on any Data or other result arising from Contractor's  
15 performance of this Contract. By executing this Contract, Contractor assigns any  
16 ownership interest Contractor may have or claim in the Data to City.

17 Section 17. Notices.

18 All notices required or given pursuant to the provisions hereof may be served  
19 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to  
20 receive the same at the address indicated herein and deposited postage prepaid, in the  
21 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.  
22 Such notices shall be effective on the date personal service is effected or the date of the  
23 signature on the return receipt. For the purposes hereof, the address of the City and the  
24 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
25 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
26 service of any such notices shall be Community College Foundation, 1902 Royal Oaks  
27 Drive, Sacramento, California 95815, Attention: Christine Edwards, Business Development  
28 Officer; Telephone No. (916) 418-5100, Ext. 5153; Fax No. (916) 922-2173; email address:

1 cedwards@communitycollege.org.

2 Section 18. Contract Administration.

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

6 Section 19. Corporate Status.

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

10 Section 20. Entire Agreement.

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

17 Section 21. Captions and Organization.

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

22 Section 22. Tax Identification Number.

23 Contractor's Tax Identification Number is [REDACTED]

24 Section 23. Authorization to Execute.

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

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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.

COMMUNITY COLLEGE FOUNDATION, a non-profit corporation

Dated: \_\_\_\_\_, 2005

By [Signature]

Title President

Dated: \_\_\_\_\_, 2005

By \_\_\_\_\_

Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 1/19/, 2005<sup>6</sup>

By [Signature]

City Manager

"City"

The foregoing Contract is hereby approved as to form this 10<sup>th</sup> day of

[Signature], 2005<sup>6</sup>

ROBERT E. SHANNON, City Attorney

By [Signature]

Deputy

ELG:rl 11/03/05 (#05.05227)  
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Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200



# Statement of Work

## Out-of-School Youth Development Program Cost Reimbursement Contract

**CONTRACTOR:** The Community College Foundation  
3530 Wilshire Blvd., Suite 610  
Los Angeles, California 90020  
(Hereinafter referred to as "Contractor")

**CONTRACT TERM:** October 1, 2005 – September 30, 2006

**CONTRACT AMOUNT:** \$100,000

**YOUTH SERVED:**

Younger Youth Enrolled (14 – 18 Years Old):	8
Older Youth Enrolled (19 – 21 Years Old):	<u>17</u>
Total Youth to be Served:	25

**FUNDING AGENCY:** City of Long Beach, Department of Community  
Development, Workforce Development Bureau

The Workforce Development Bureau (WDB) of the Community Development Department shall administer program services described herein on behalf of the City of Long Beach (City), the Workforce Development Board, and Youth Council through the Youth Opportunity Center (YOC).

**I. PROJECT SUMMARY:**

In accordance with this contract, Contractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide youth-centered services to youth who are Out-of-School WIA Eligible. The Youth served in this population are 14-21 years old, reside in Long Beach, Signal Hill or surrounding communities, are economically disadvantaged and have one or more identified barriers (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offenders, school drop-outs, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment).

Services provided are intended to develop the potential of youth as citizens and leaders. To accomplish this, Contractor will focus on providing individual program services to each customer.

**II. CONTRACT MANAGEMENT**

The City shall compare on a quarterly basis, planned performance and expenditure levels with actual performance and expenditures levels. If Contractor is 10% or more below planned totals at the end of the quarter or any quarter

thereafter, Contractor shall implement a corrective action plan reviewed and approved by the City. The City has the right to unilaterally cancel the contract or deobligate funds up to the amount of the under expenditure.

### III. MONTHLY REPORTING REQUIREMENT:

#### A. FISCAL REPORTING – INVOICING

1. Contractor will ensure that Monthly Budget Summary and billing are submitted on the 10<sup>th</sup> of each month and is in compliance with Attachment "B" Project Budget. If the 10<sup>th</sup> of the month falls on a Saturday or Sunday, billing must be submitted the Friday before.
2. Contractor's funds will not exceed \$100,000 of WIA Title I funds to achieve program goals. The Contractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget Summary contained herein as Attachment "B". Supporting documentation and Monthly Activity Roster is required to justify payments.
3. Contractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. The Contractor may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed through a Letter of Modification or an Amendment to the Contract.
5. Invoices must be submitted to the Workforce Development Bureau, 3447 Atlantic Avenue, Long Beach, CA 90807.

#### B. PROGRAM REPORTING – MONTHLY ACTIVITY ROSTER

1. Contractor shall ensure the timely submittal of required program documents, reports, and forms.
2. Contractor shall submit all required MIS forms within 5 working days of activity.
3. Contractor will ensure the completion and submittal of the Monthly Activity Report (MAR) on the 10<sup>th</sup> of each month with the invoice, beginning November 10, 2005. If the 10<sup>th</sup> of the month falls on Saturday or Sunday, the MAR must be submitted on the Friday prior to the 10<sup>th</sup>.
4. The MAR is designed to track program activity (i.e. enrollment, goals, etc.), and individual participation with each contractor to determine if planned performance levels are met, or if corrective action is necessary.
5. Contractor shall ensure the accuracy of each report.

### IV. PROGRAM PERFORMANCE STANDARDS:

Core Performance standards are set forth by the State of California Workforce Investment Division and are reviewed by the City of Long Beach monthly. Continuation of funding will be contingent upon the attainment of successful

performance outcomes. Younger and Older Youth categories are listed separately:

**PROGRAM PERFORMANCE PERIOD OF ACCOUNTABILITY (Scenario)**

<b>PROGRAM SERVICES</b>				Continued funding at this point is dependant on the demonstrated ability to meet Performance Measures			
<b>2005</b>	<b>2006</b>			<b>2007</b>			
Oct-Dec 05 Enrollment Period	Jan-Mar 06 Program Services	Apr-Jun 06	Jul-Sept 06 Exit Qtr	Oct-Dec 06 1st Qtr	Jan-Mar 07 2nd Qtr	Apr-June 07 3rd Qtr	Jul-Sept 07 4th Qtr
<b>FOLLOW-UP SERVICES</b>							

<b>Younger Youth (14 – 18) Core Performance Requirements</b>	<b>Documentation</b>
<ul style="list-style-type: none"> <li>• <b>Skill Attainment –</b> Measured prior to Exit Date – Goal must be complete within one year of the date set.               <ul style="list-style-type: none"> <li>○ Basic Skills</li> <li>○ Worksite Readiness</li> <li>○ Occupational Skills Training</li> </ul> <p>(Excludes Youth who are <u>NOT</u> Basic Skills Deficient)</p> </li> </ul>	<p><b>Basic Skills</b> Pre–Assessment to determine education functioning level and Post-Assessment demonstrating a .05 increase in an area of deficiency. (A Standardized Test of Adult Basic Education (TABE) must be used.)</p> <p><b>Work Readiness</b> Pre &amp; Post Test must demonstrate an increase of 10 points for attainment.</p> <p><b>Occupational Skills Training</b> Pre &amp; Post Tests must receive a minimum rate of adequate or higher in 50% or more of the rated areas.</p>
<ul style="list-style-type: none"> <li>• <b>Diploma or Equivalent –</b> (Measured by the end of the 1st Quarter after Exit Quarter)               <ul style="list-style-type: none"> <li>○ Diploma/Equivalent</li> </ul> <p>(Excludes Youth who are enrolled in Secondary Education at Exit)</p> </li> </ul>	<p>Copy of Diploma or General Education Diploma (GED)</p>
<ul style="list-style-type: none"> <li>• <b>Retention Rate –</b> (Measured in the 3rd Quarter after Exit Quarter)               <ul style="list-style-type: none"> <li>○ Employment</li> <li>○ Military</li> <li>○ Post Secondary Education (College)</li> <li>○ Advance Training (leading to a certificate)</li> <li>○ Qualified Apprenticeship</li> </ul> <p>(Excludes Youth who are enrolled in Secondary Education at Exit)</p> </li> </ul>	<p>Wage Records/Supplemental Data</p> <p>Proof of Enrollment in</p> <ul style="list-style-type: none"> <li>○ Military</li> <li>○ Post Secondary Education (College)</li> <li>○ Advance Training</li> <li>○ Qualified Apprenticeship</li> </ul>

Older Youth (19 – 21) Core Performance Requirements	Documentation
<ul style="list-style-type: none"> <li>• <b>Entered Employment</b> – (Measured in the 1<sup>st</sup> Quarter after Exit Quarter)</li> </ul> <p><u>Excludes:</u></p> <ul style="list-style-type: none"> <li>○ Youth who are Employed at Enrollment</li> <li>○ Youth who are not employed in the 1<sup>st</sup> Qtr after Exit but are in Post Secondary Education or Advance Training in 1st quarter after Exit</li> </ul>	<p>Wage Records/Supplemental Data</p> <p>Proof of Enrollment in:</p> <ul style="list-style-type: none"> <li>○ Post Secondary Education (College)</li> <li>○ Advance Training</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Employment Retention</b> - (Measured in the 3<sup>rd</sup> Quarter after Exit Quarter)</li> </ul> <p><u>Excludes:</u></p> <ul style="list-style-type: none"> <li>○ Youth who are not employed in the 1<sup>st</sup> Qtr after Exit</li> <li>○ Youth who are employed in the 1<sup>st</sup> Qtr after Exit and are not employed in the 3<sup>rd</sup> quarter after Exit but are in Post Secondary Education or Advance Training in 3rd quarter after Exit</li> </ul>	<p>Wage Records/Supplemental Data</p> <p>Proof of Enrollment in:</p> <ul style="list-style-type: none"> <li>○ Post Secondary Education (College)</li> <li>○ Advance Training</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Wage Gain (\$3,100)</b> - (Measured by the end of the 3<sup>rd</sup> Quarter after Exit Quarter)</li> </ul> <p>Total of 2<sup>nd</sup> &amp; 3<sup>rd</sup> Quarter Earnings after Exit, less 2<sup>nd</sup> and 3<sup>rd</sup> Quarter of Pre-Program Earnings.</p> <p><u>Excludes:</u></p> <ul style="list-style-type: none"> <li>○ If Earnings do not show in the Base Wage File (UIB) and Supplemental Data is used to verify employment in the 1<sup>st</sup> and/or 3<sup>rd</sup> Qtr after Exit.</li> <li>○ Youth who are employed in the 1<sup>st</sup> Quarter after Exit and are not employed in the 3<sup>rd</sup> quarter after Exit but are in Post Secondary Education or Advance Training in 3rd quarter after Exit</li> </ul>	<p>Wage Records/Supplemental Data</p> <p>Proof of Enrollment in:</p> <ul style="list-style-type: none"> <li>○ Post Secondary Education (College)</li> <li>○ Advance Training</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Credential</b> – (Measured in the 1<sup>st</sup> and 3<sup>rd</sup> Quarter after Exit Quarter)</li> </ul> <p>Youth must be in Employment or Post Secondary Education or Advanced Training in the 1<sup>st</sup> quarter after Exit quarter <u>AND</u> must receive a credential by the end of the 3<sup>rd</sup> quarter after Exit.</p>	<p>Copy of Diploma or General Education Diploma (GED), College Degree or Certificate</p>

Contractor must ensure Youths are provided with the following program activities appropriate to their individual circumstances. Supporting documentation must be maintained to support activity.

<b>BASIC SKILLS DEFICIENT</b> <b>(Youth scoring below 9<sup>th</sup> grade level in reading and/or math.)</b>	<b>SUPPORTING DOCUMENTATION</b>
<p><b>In -OR- Out-of-School Components</b></p> <ul style="list-style-type: none"> <li>• Basic Skills Remediation</li> <li>• Occupational Skills Training (Internship)</li> </ul> <p><u>NOTE:</u> Contractor must ensure Youth is Work-ready prior to placement in Occupational Skills Training.</p>	<p><b>In -OR- Out-of-School Components</b></p> <p><b>Basic Skills Remediation</b> Standardized Test of Adult Basic Education (TABE) Pre-Assessment to determine functioning level. Post- Assessment demonstrating a 0.5 increase.</p> <p><b>Occupational Skills Training</b> Pre &amp; Post Tests must receive a minimum rate of adequate or higher in 50% or more of the rated areas.</p>
<b><u>NOT</u> BASIC SKILLS DEFICIENT</b>	<b>SUPPORTING DOCUMENTATION</b>
<p><b>In -OR- Out-of-School Components</b></p> <ul style="list-style-type: none"> <li>• Work Readiness</li> <li>• Occupational Skills Training (Internship)</li> </ul>	<p>In -OR- Out-of-School</p> <p><b>Work Readiness</b> Pre &amp; Post Test must demonstrate an increase of 10 points for attainment.</p> <p><b>Occupational Skills Training</b> Pre &amp; Post Tests must receive a minimum rate of adequate or higher in 50% or more of the rated areas.</p>

**V. PROGRAM ACTIVITIES/SERVICES:**

**A. Recruitment**

The Contractor shall refer potentially eligible youth from targeted populations to the YOC for pre-screening. Recruitment shall focus on youth with one or more of the following identified barriers:

1. Economically Disadvantaged;
2. Basic Skills Deficient;
3. Homeless;
4. Runaway;
5. Foster Youth;

- 6. Pregnant or Parenting;
- 7. Offenders;
- 8. School Drop Outs; and
- 9. Youth (including a youth with a disability) who requires additional assistance to complete an educational program or to secure/hold employment.

YOC staff may assist in recruitment, however, there is no guarantee that Contractors will be referred the potential applicants they have initially recruited.

**B. Eligibility**

Youth enrolled in the Youth Development Program will meet the following WIA eligibility guidelines, including youth who have either one or more identified barriers authorized by the WIA (Refer to section A above).

**Younger Youth (14 – 18 Years Old)**

**Older Youth (19 – 21 Years Old)**

**In-School Youth**

Are defined as youth who are attending any school, secondary (middle or high), or Post Secondary (college).

**Out-of-School Youth:**

Are defined as youth who:

- have dropped out of school, or
- have graduated from high school (or attained a GED) and is attending post secondary education (college) but are basic skill deficient, or
- has graduated from high school (or attained a GED) and is not attending post secondary education (college) and is either:
  - Basic Skills Deficient
  - Unemployed
  - Under-employed

**C. Selection**

The YOC will act as the clearinghouse for referrals based on the youth's suitability assessment and youth development services offered by each Contractor.

**D. Enrollment**

Enrollment Period Requirements	Supporting Documentation
<ul style="list-style-type: none"> <li>• <b>Enrollment</b> – All Youth contracted to be served by Contractor, must be enrolled by the end of the 1<sup>st</sup> program Quarter (Oct – Dec. 2005)</li> </ul>	Enrollment forms must be entered into the Bureau's Virtual One-Stop (VOS) case management System and submitted to the YOC.

Contractor shall ensure that each youth enrolled in Contractor's Out-of-School Youth Development program receives: an overview/orientation of the Contractor's program and services, and policies and procedures specific to the Program. Documentation regarding orientation attendance and receipt of policies and procedures must be recorded in each youth's case file. All enrollment activities shall be entered and maintained in the WDB's Virtual One-Stop System (VOS).

**E. Program Goals Strategies at Enrollment**

Contractor must set at least one primary goal for each Youth at enrollment.

<p><b>STRATEGY A</b></p> <p><b>Basic Skill Deficient Youth</b></p> <ul style="list-style-type: none"> <li>• If the youth is Basic Skill deficient, the primary goal <u>must</u> be set in the area(s) of deficiency.</li> <li>• Occupational Skills Goal (Internship)</li> </ul>	<p>Goal forms must be submitted to YOC once the goal is identified. Goals forms must be entered in the Bureau's Virtual One-Stop (VOS) case management system. Once the goal has been met, an updated goal form must be submitted to capture the attainment of the goal.</p>
<p><b>STRATEGY B</b></p> <p><b><u>NOT</u> Basic Skills Deficient Youth</b></p> <ul style="list-style-type: none"> <li>• If the youth is not basic skills deficient, the goal must be set in Work Readiness.</li> <li>• Occupational Skills Goal (Internship)</li> </ul>	<p>Goal forms must be submitted to YOC once the goal is identified. Goal forms must be entered into the Bureau's Virtual One-Stop (VOS) case management system. Once the goal has been met, an updated goal form must be submitted to capture the attainment of the goal.</p>

**F. Individual Service Strategy (ISS)**

1. Contractor staff will initiate the Individual Service Strategy (ISS) for each youth by evaluating the youth's personal circumstances, educational goals, academic deficiencies, training needs, support services needs, and identifiable obstacles. Contractor may, for good cause, reject a referral from the YOC; however, documentation must be kept on file regarding the reason for rejection. The ISS is a living document used to:
  - Evaluate a participant's personal circumstances;
  - Develop the contractor's plan of services for the participant keeping in mind mandated performance measures; and
  - Document all performance outcomes.
2. Contractor must complete and submit Management Information Systems (MIS) Enrollment and Goal forms, as applicable, to the YOC within five (5) working days of the actual enrollment/activity.

**G. Case Management**

1. Contractor shall provide and document in VOS case notes, the participant's file counseling sessions, which include ISS development, up to date Case Notes, Pre and Post-tests, MIS documentation and an exit checklist. Please see section VII. Record Keeping, for detailed list. File information will be provided by YOC during Contractor orientation and training.
2. Contractor will receive training and is expected to participate in the Bureau's Internet-based Virtual One-Stop (VOS) case management system. Contractors will be asked to sign a confidentiality agreement once VOS is implemented at their location.

**H. Program Elements**

Contractor shall also ensure that enrolled youth have access to the 10 required elements prescribed by WIA and as referenced in Contractor's response to Youth Development Program's Request for Proposal. Access of these program elements will vary by youth need, as determined by individual service strategies devised between youth and his/her Case Manager, and by assessment of skills and service needs.

1. Academic Assistance
2. Summer Employment Opportunities
3. Work Experience
4. Alternative Education
5. Advanced Training/Occupational Skills Training
6. Leadership Development
7. Mentoring
8. Guidance and Counseling
9. Supportive Services
10. Follow-up Services

**I. Other Activities**

1. Contractor may provide additional services to participants, beyond WIA-required elements and those activities referenced herein to assist participant in accomplishing individual goals and objectives, and in meeting mandated performance outcomes.
2. Contractor shall administer participant assessment(s) to document and support skill attainment and performance outcomes.
3. Contractor will be required to participate as an active and vested partner in mandatory meetings, training, and staff development sessions.
4. Contractor shall participate as an in-service facilitator for one or more training workshops for youth and/or professional development for staff and/or partners.

**J. Exit and Exit Quarters**



Once the participating Youth has completed the planned services proposed in their ISS and has met the required performance outcomes, an Exit Checklist should be completed and submitted to YOC for approval. Youth who have been approved for Exit by YOC Staff may be Exited in either of the following program quarters:

Fourth Program Quarter:

July - September                      Exit at the end of September

Third Program Quarter:

April - June                              Exit at the end of June

Contractor must complete all necessary MIS paperwork to Exit a youth after the file has been approved for Exit by the YOC, including entering information in the WDB's Virtual One-Stop System.

**K. Follow-up Services**

Contractors who successfully meet performance standards will be eligible for continued funding. Should Contractor's funding be continued, follow-up services are required for youths who were served or exited under the previous years program. If Contractor is not recommended for funding, Contractor shall provide original case files to the YOC to continue the follow-up service through the remaining 12-month period, as required by WIA.

All youth must receive some form of follow-up services for a minimum of 12 months after exit as appropriate. Unless it has been determined that an exited youth customer is not in need of substantial follow-up, services will be provided every 30 days as appropriate. Follow-up services for youth may include:

1. Confirmation of performance attainment;
2. Leadership development activities;
3. Regular contact with a youth and their employer, including assistance in addressing work-related problems that may arise;
4. Assistance in securing better paying jobs, career development and further education;
5. Individual or group meetings to discuss educational or career options;
6. Work related peer support groups;
7. Adult mentoring and tutoring;
8. Work experience;
9. Basic skills training;
10. GED preparation;
11. Job shadowing;
12. Invitations to participate in youth activities; and
13. Support services.



**VI. RECORD KEEPING AND REPORTING REQUIREMENTS**

**A. Records Maintenance:**

1. The following documents are to be maintained in participant files and/or VOS by the Contractor unless otherwise directed by the City:
  - a. Eligibility documentation – including TABE Pre-Test;
  - b. Suitability Interview;
  - c. Participant Handbook Receipt;
  - d. MIS documentation (Application /Registration, Enrollment; Goals and Exit Checklist and Forms);
  - e. Case Notes;
  - f. Applicable Pre & Post Tests;
  - g. Individual Service Strategy (ISS) documenting service goals; (including supportive needs, and service outcomes);
  - h. Work Permit (if applicable);
  - i. Participant Internship Agreement;
  - j. Training Site Agreement;
  - k. Copy of YOC Application and Parental Medical and Emergency Consent Form;
  - l. Participant Time Sheets (if applicable);
  - m. Participant Evaluations completed by Contractor staff and worksite supervisor;
  - n. Counseling/case notes reflecting a record of active participation;
  - o. Documentation of Incentives;
  - p. Documentation of Support Services; and
  - q. Documentation of Follow-up Service.
2. Copies of the following documents should be maintained at the training worksite for each youth participating in Work Experience:
  - a. Participant Internship Agreement;
  - b. Training Site Agreement;
  - c. Verification of Supervisor Orientation Form;
  - d. YOC Application and Parental Medical and Emergency Consent;
  - e. Participant Time Sheets (if applicable); and
  - f. Participant Evaluations completed by worksite training supervisor.
3. Contractor is required to *immediately* notify YOC Coordinator of any accident or injury and to submit Incident Report regarding such occurrence.
4. Contractor is required to maintain all Youth Development Program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller General of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

**B. Final Project Summary Report**

Contractors are required to submit the Final Billing and Final Project Summary report to the City within thirty (30) days of completion of contract. At minimum the report shall address the following outcomes:

1. Brief description of programs and services offered;
2. Number of enrollments;
3. Total hours of paid activities for each participant;
4. Number of positive outcomes;
5. Performance outcomes met in each category;
6. List of training sites utilized;
7. Recommendations for future programs; and
8. Total funds awarded and expended.
- 9 Contractor shall include the City of Long Beach Workforce Development Bureau on distribution of actual Indirect Cost Rate once it is determined and reported to the Contractor's Cognizant Agency.

## **VII. GENERAL INFORMATION:**

### **A. Unallowable Activities and Costs**

The Contractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
  - a) No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
  - b) No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
  - c) No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
  - d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
  - e) No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

### **B. WIA Contract Clauses**

Contractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the City of Long Beach Workforce Development Bureau and agrees to comply with the following WIA contract clauses, as applicable, during the duration of the contract period:

1. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
2. Maintenance of records for 7 years;
3. The Equal Employment Opportunity Act provisions;
4. The Americans with Disabilities Act of 1990;
5. The Contract Work Hours and Safety Standards Act;
6. The Clean Air Act and Environmental Protection Agency regulations;
7. The Energy Policy Conservation Act;
8. The Bryd Anti-Lobbying Amendment;
9. The Debarment and Suspension requirements;
10. The Copeland "Anti-Kickback" Act; and
11. The Davis-Bacon Act.

**C. Administrative Dispute Resolution**

The WDB and Contractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Chair of the Greater Long Beach Workforce Development Board who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive Committee decision will be the final administrative decision.

**D. Nepotism**

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employment agency.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**VIII. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the City and/or availability of WIA funds from the State of California. If a Contractor cannot fulfill the obligations of this contract the YOC Coordinator must be notified immediately.

**IX. LETTER OF MODIFICATION:**

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

- A. All requests for contract modifications must be in writing and include detailed justification for such modifications.
- B. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Contractor.

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ATTACHMENT "B"

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

Organization Information:

Name: The Community College Foundation

Address: 3530 Wilshire Blvd Ste 610 L.A. 90020  
Street City Zip Code

Telephone Number: 213-427-6910

Fax Number: \_\_\_\_\_

Email Address: jroberson@communitycollege.org,

Contact Person: Jason Roberson

Federal ID: ██████████

Agreement Information:

Budget Period: 10/01/05-10/01/06 Contract No: \_\_\_\_\_

Effective Date: 10/1/2005 Amendment No: \_\_\_\_\_

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

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

Fiscal Approval: 

Date: 11/15/05

(Page 1 of 4)

## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	( A )	( B )	( C )
118	Indirect Costs	8,909.09		8,909.09
201	Project Staff	42,191.00		42,191.00
202	Fringe Benefits	10,547.75		10,547.75
203	Training/Training Materials	2,000.00		2,000.00
204	Operating Costs	22,130.00		22,130.00
206	Program - Other	4,545.00		4,545.00
300	Internship Stipend	2,700.00		2,700.00
301	Performance/Program Incentives	2,200.00		2,200.00
302	Support Services	4,777.16		4,777.16
<b>Total Funds Requested:</b>		<b>100,000.00</b>	-	<b>100,000.00</b>

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

Acct. No.	Budget Category	( A )	( B )	( C )
302	In-Kind Contribution	100,000.00		100,000.00
				-
<b>Total Cost Sharing/Match:</b>		<b>100,000.00</b>	-	<b>100,000.00</b>

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

## BUDGET DETAIL

### IN-DIRECT

Account 118

Indirect Costs				Total
Administrative Indirect				8,909.09
			<b>TOTAL</b>	<b>8,909.09</b>

### PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hour Salary	No. of Months	% of Time	Total
Program Manager	29.33	12	0.03	1,550.00
Case Manager / DPM	20.67	12	0.50	21,500.00
Administrative Assistant	10.00	12	0.47	9,720.00
Tutors	9.00	12	0.35	6,600.00
Vice President, Operations	38.46	12	0.02	1,600.00
Deputy Operations Manager	27.40	12	0.01	675.00
Contracts Specialist	18.27	12	0.01	546.00
			<b>TOTAL</b>	<b>42,191.00</b>

### PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to	Total	
FICA	7.65	42,191.00	3,227.61	
Workmen's Compensation	2.65	42,191.00	632.87	
Health & Welfare Insurance	19.56	42,191.00	590.67	
Retirement or Pension	9.12	42,191.00	1,476.69	
Other SUI	0.4	42,191.00	1,506.22	
Medical and Dental		42,191.00	3,113.70	
			<b>TOTAL</b>	<b>10,547.75</b>

### TRAINING/TRAINING MATERIALS & SUPPLIES

Account 203

Description	Quantity/Price	Total	
Training Materials		2,000.00	
		<b>TOTAL</b>	<b>2,000.00</b>

### OPERATING COSTS (includes rent, communications, insurance, etc.)

Account 204

Description	Quantity/Price	Total	
Rent		19,200.00	
Materials and Supplies		2,930.00	
		<b>TOTAL</b>	<b>22,130.00</b>

### PROGRAM - OTHER

Account 206

Description	Quantity/Price	Total	
Travel		1,400.00	
Meetings and Conferences		1,500.00	
Tuition Payments		1,645.00	
		<b>TOTAL</b>	<b>4,545.00</b>



**PARTICIPANT RELATED COSTS**

**INTERNSHIP STIPENDS**

**Account 300**

Description	Quantity/Price	Total
Internships	6/\$450	2,700.00
<b>TOTAL</b>		<b>2,700.00</b>

**INCENTIVES (Program and Performance)**

**Account 301**

Description	Type	Quantity/Price	Total
Incentives			2,200.00
<b>TOTAL</b>			<b>2,200.00</b>

**SUPPORT SERVICE**

**Account 302**

Description	Quantity/Price	Total
Bus Tokens/Transportation	191.09	4,777.16
<b>TOTAL</b>		<b>4,777.16</b>

**GRAND TOTAL**

**\$**

**100,000.00**

**IN-KIND CONTRIBUTION**

**Account 303**

Description	Quantity/Price	Total
Human Potential Consultants		100,000.00
<b>TOTAL</b>		<b>100,000.00</b>

ATTACHMENT

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**PROGRAM PLANNING SUMMARY**

Community College Foundation \_\_\_\_\_

Program Name: Work'n It Out \_\_\_\_\_

Program Period: October 1, 2005 to September 30, 2006

Younger Youth (14-18 Years)	Enrollment Quarters									Exit Quarter		
	Program Services											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
I. Enrollment Summary	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
A. TOTAL PARTICIPANTS SERVED (A.1 + A.2)			8									
1. Participant Total			8									
2. Participants Carried In (PY 2004-05)												
3. Participants in Follow-up												
II. Skill Attainment	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
A. Skill Attainment											50%	50%
III. Exit Summary	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
A. TOTAL EXITS *											2	6
A. 1. Total Exits Remaining In Secondary Education											1	4
1. Diploma or Equivalent												2
2. Retention Rate (sum of 2. a. thru 2. e.)												
a. Entered Post Secondary Education											1	1
b. Entered Advanced Training											0	1
c. Entered Employment											2	4
d. Entered Military Service											0	0
e. Entered Qualified Apprenticeship											0	2

Older Youth 19-21 Years	Enrollment Quarters									Exit Quarter		
	Program Services											
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
I. Enrollment Summary	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
A. TOTAL PARTICIPANTS SERVED (A. 1. + A. 2.)			17									
1. Participant Total			17									
2. Participants Carried In (PY 2004-05)												
3. Participants in Follow-up												
II. Exit Summary	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
A. TOTAL EXITS *											3	14
1. Entered Post-Secondary Education											1	6
2. Entered Advanced Training											1	2
3. Entered Employment											2	12
4. Obtained Credential During Enrollment (of II. A. 1-3)											2	12
B. Earnings Gain (\$3,100)												

Compares earnings youth had in the 2nd and 3rd quarter prior to enrollment with earnings they have in the 2nd and 3rd quarter after exit.

\* Total Number of Individuals Exiting WIA

**The Greater Long Beach Workforce Development System  
WIA - YOUTH BUDGET PLANNING SUMMARY**

**Program Name**  
**Contractor Name**  
**Address**  
**City/State**

**Total Budget** \_\_\_\_\_  
**Program Period** \_\_\_\_\_

	OCT	NOV	DEC	Cumulative 1st Qtr	JAN	FEB	MAR	Cumulative 2nd Qtr	YTD
ADMINISTRATION				-				-	-
PROGRAM	6,239.06	6,239.06	10,239.06	22,717.19	10,008.59	6,222.06	7,089.06	23,319.72	46,036.91
Accruals	623.91	623.91	1,023.91	2,271.72	1,000.86	622.21	708.91	2,331.97	4,603.69
<b>TOTAL</b>	<b>6,862.97</b>	<b>6,862.97</b>	<b>11,262.97</b>	<b>24,988.91</b>	<b>11,009.45</b>	<b>6,844.27</b>	<b>7,797.97</b>	<b>25,651.69</b>	<b>50,640.60</b>

	APR	MAY	JUN	Cumulative 3rd Qtr	YTD	JUL	AUG	SEP	Cumulative 4th Qtr	TOTAL
ADMINISTRATION				-	-				-	-
PROGRAM	6,459.06	6,390.37	10,239.06	23,088.50	69,125.40	6,799.56	7,495.06	7,489.06	21,783.69	90,909.09
Accruals	645.91	639.04	1,023.91	2,308.85	6,912.54	679.96	749.51	748.91	2,178.37	9,090.91
<b>TOTAL</b>	<b>7,104.97</b>	<b>7,029.41</b>	<b>11,262.97</b>	<b>25,397.35</b>	<b>69,125.40</b>	<b>7,479.52</b>	<b>8,244.57</b>	<b>8,237.97</b>	<b>23,962.06</b>	<b>100,000.00</b>

**INSTRUCTIONS FOR COMPLETING**

When completing the budget planning summary (BPS), please consider the following guidelines:

The worksheet has been designed to track Administrative, Programmatic costs and Accruals on a monthly and quarterly basis.

Based upon your approved budget, plot your planned expenses in the month you anticipate they will occur.

Each month shall show monthly expected costs and the year to date (YTD) should be cumulative.