

Charles Woo, President Workforce Investment Board

CITY OF LOS ANGELES CALIFORNIA





December 17, 2012

Council File No.: 12-0602-S2 Council District Nos.: All Contact Person and Phone: Gregg Irish (213) 744-7122 Richard Benbow (213) 744-7300

The Honorable Antonio R. Villaraigosa Mayor, City of Los Angeles Room 303, City Hall City Council c/o City Clerk Room 395, City Hall

Attention:

Mandy Morales, Legislative Coordinator

COMMITTEE TRANSMITTAL: AUTHORIZATION OF A NEW WORKFORCE INVESTMENT BOARD-LOCAL ELECTED OFFICIALS (WIB-LEO) AGREEMENT

UPDATED DEADLINE FOR ACTION

The General Manager of the Community Development Department (CDD) and the Chair of the Workforce Investment Board (WIB) respectfully request that your office forward this transmittal to the City Council and the Mayor for review and approval. Approval of this item is requested by April 16, 2013.

BACKGROUND

Congress approved the Workforce Investment Act (WIA) in 1998 with the purpose of enhancing the productivity and competitiveness of the nation's workforce. The act specifically provides federal funding to the states to underwrite education, job training and other employment-related programs that endeavor to reduce welfare dependency and increase the employability and occupational skills of adults, dislocated workers and youth.

WIA authorized each Governor to establish Local Workforce Investment Areas for receipt of federal WIA funds. A Local Workforce Investment Area (LWIA) is a geographic jurisdiction of a state with at least 200,000 residents served by a common labor market and labor pool, and overseen by a local WIB.

As required by WIA, a WIB is charged with establishing policies for the expenditure of WIA funds and the operation and delivery of WIA services in a LWIA. The Chair of a WIB and the majority of a WIB's members must be representatives of the private sector/employer community. The balance of a WIB's other members may include representatives of organized labor, social services agencies, non-profit organizations, educational institutions, etc. The Chief Elected Official of a LWIA has the authority to appoint all members to a WIB.

California has 49 WIBs. There are seven WIBs in Los Angeles County (City of Los Angeles, County of Los Angeles, Foothill/Pasadena, Pacific Gateway/City of Long Beach, South Bay, Southeast Los Angeles County, and Verdugo). The state has imposed an additional requirement on WIBs that at least 15% of their membership consist of representatives of organized labor.

The structure, functions, duties and responsibilities of the City of Los Angeles WIB are defined in the WIB-LEO Agreement between the Mayor, the City Council and the WIB (see Attachment). The City of Los Angeles WIB is comprised of 51 members who serve two-year terms that coincide with the City's fiscal year. The Mayor, with the concurrence of the City Council, appoints members to the City of Los Angeles WIB.

The Mayor, the City Council and the WIB approved the original WIB-LEO Agreement in March 2000. The most recent WIB-LEO Agreement was executed for a five-year term that expired February 16, 2012. It has been extended by the mutual consent of all parties through April 16, 2013. A new five-year WIB-LEO Agreement must now be approved.

RECOMMENDATION

Forward the proposed new five-year WIB-LEO Agreement to the City Council for approval.

FISCAL IMPACT

There is no impact on the City General Fund.

Approved by:

RICHARD L. BENBOW General Manager

RLB:RS:JHP

Attachment: WIB-LEO Agreement

CHARLES WOO Workforce Investment Board

Chail Woo

Chair

¹ 29 U.S.C. 2801 et seq.

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE WORKFORCE INVESTMENT BOARD OF THE CITY OF LOS ANGELES (WIB)

Agreement No.

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE WORKFORCE INVESTMENT BOARD OF THE CITY OF LOS ANGELES (WIB) AGREEMENT NO.

This Agreement is made and entered into by and between the Local Elected Officials of the City of Los Angeles, hereinafter referred to as "City" and the Workforce Investment Board of the City of Los Angeles, hereinafter referred to as "WIB," for the purpose of setting forth the respective roles of the City and the WIB in accordance with the Workforce Investment Act of 1998 (WIA), 29 U.S.C. § 2801 et seq.

RECITALS

WHEREAS, the WIA provides for a national training system governed at the local level through the partnership of local government and local private industry in collaboration with other human resource service providers; and

WHEREAS, the purpose of this Agreement is to mobilize public and private cooperation to create a better trained workforce in the City of Los Angeles and to encourage private sector involvement in employment and training activities; and

WHEREAS, the WIA requires the establishment of a workforce investment board to, among other things, oversee the administration of WIA funds to be used for workforce investment systems; and

WHEREAS, the City has established the WIB and the Mayor of the City of Los Angeles has appointed, and the City Council has confirmed, the members of the WIB in accordance with the WIA; and

WHEREAS, under the WIA, the private sector and other governmental entities, through the WIB, share authority, responsibility and oversight with local government over WIA funded workforce development programs, and such interdependence presents the opportunity for greater program success.

NOW, THEREFORE BE IT RESOLVED that the parties hereto, based on the foregoing and on the covenants, agreements, representations and warranties contained herein, agree as follows:

SECTION 1. - REPRESENTATIVES OF THE PARTIES

A. The representative of the City shall be:

Mayor City of Los Angeles City Hall 200 North Spring Street Los Angeles, California 90012

- B. PresidentLos Angeles City Council200 North Spring StreetLos Angeles, CA 90012
- C. The representative of the WIB shall be:

President
Workforce Investment Board of the City of Los Angeles
1200 West 7th Street, 6th Floor
Los Angeles, California 90017

All demands and notices required by this Agreement shall be presented in writing and addressed as set forth above. Copies of any demands and notices shall be provided to the President of the City Council.

SECTION 2 - DEFINITIONS

- A. "Local Elected Officials" or "LEO" shall mean the Mayor and City Council of the City of Los Angeles, a municipal corporation ("City").
- B. "Workforce Investment Act" or "WIA" shall mean the Workforce Investment Act of 1998, Public Law 105-220, as it may be amended from time to time, and the implementing rules and regulations adopted thereto.
- B. "WIA Administrative Entity" shall mean the Community Development Department, a department of the City ("CDD").
- D. "WIA Administrator" shall mean the General Manager of CDD who is authorized to act on behalf of the WIA Administrative Entity and shall be the sole representative of the WIA Administrative Entity on the WIB.
- E. "WIA Area" shall mean the geographical area of the City within which the City and the WIB are authorized by the State of California ("State") to provide workforce development programs under the WIA.

- F. "WIA One-Stop Partners" shall mean those entities identified in WIA Section 121(b)(1) and such other entities identified in WIA Section 121(b)(2) as selected by the WIB and LEO.
- G. "WIB Executive Staff" shall mean those members of the Mayor's staff selected to provide policy guidance to the WIB and to perform certain administrative tasks under the supervision of the WIB President.
- H. "Workforce Investment Board" or "WIB" shall mean the Board appointed by the Mayor and confirmed by the City Council in accordance with the rules of WIA and the State of California.
- I. "WorkSource Center" and "Youth WorkSource Center" shall mean entities selected to operate WIA funded programs through a WorkSource Center for adults or a Youth WorkSource Center for youth.

SECTION 3 - PRIMARY RESPONSIBILITIES

The primary responsibilities of the parties are set forth below. More detailed responsibilities are described in subsequent provisions of this Agreement.

A. Mayor

The Mayor is responsible for appointing WIB members and filling vacancies in accordance with City procedures. The WIB shall notify the Mayor and the City Council of the existence of the vacancies and its recommendations for proposed WIB members by March 1 of each year. The Mayor shall, within thirty (30) days of receipt of the notice, transmit his appointments to the City Council.

The Mayor, the City Council and the WIB, in partnership, are responsible for approving the WIA Five (5) Year Plan, the Local Annual Plan, and any amendments to the plans.

B. City Council

The City Council, in addition to its duties identified herein, is responsible for confirming WIB members within forty-five (45) days of Mayor's transmittal to City Council in accordance with City procedures.

C. WIB

The WIB is responsible for providing lead policy direction on all matters pertaining to the overall WIA program, the Five (5) Year Plan, the Local Annual Plan, including independent oversight and evaluation; setting forth workforce policies for residents of the City, its job seekers and employers; soliciting private sector participation in the program; and identifying the

training needs of the business community. The WIB shall not operate a program or act as an employment or training entity with the use of WIA funds. The WIB shall prepare an annual report on or before September 1 of each year to the LEO which describes the status of the WIA program in the city, and provides the basis for the following year's program activities to be administered by the WIA Administrative Entity, as well as any annual amendments to the Five (5) Year Plan. The WIB shall have authority to negotiate memoranda of understanding with other entities including employers and WIA One-Stop Partners as described in the WIA, as necessary and as authorized by this Agreement or other agreements under the WIA.

The WIB Executive Staff will be funded through the budget for the Mayor's Office. Such positions will be exempt from the Civil Service system. The Mayor's selection of these staff positions will include participation by the WIB President. The WIB Executive Staff will advise the WIB on procedure, precedents and policies, and will perform a variety of administrative functions at the direction of the WIB President. Supervision will be from the WIB President, with daily consultation and support from an appropriate member of the Mayor's staff.

D. City of Los Angeles

The City is designated as the grant recipient and fiscal agent under the terms of the WIA. CDD is hereby designated as the WIA Administrative Entity and, except as provided herein, shall carry out the administrative activities under the WIA in accordance with City ordinances, administrative procedures and this Agreement.

E. Program Operation

- 1. Review of WIB Actions: The City and the WIB agree that any actions approved by the WIB relating to the WIA program shall be submitted simultaneously to Mayor and the City Council for approval. Transmittals of WIB actions shall be signed by the WIB President and the WIA Administrator.
- 2. Five-Year Plan/Local Annual Plan: The LEO and the WIB are each responsible for approving the Five (5) Year Plan, which meets the requirements of the WIA and contains the broad program goals, strategies and priorities upon which the overall program will be developed. The LEO and the WIB shall also approve a Local Annual Plan for each year of the program which shall contain the administrative and program budget and service strategies, program goals and priorities for the subsequent year. The Local Annual Plan shall also contain: the WorkSource and Youth WorkSource contractor certification criteria and the procedures to decertify a provider in accordance with State and Federal requirements; the allocation

of funding amounts to WorkSource and Youth WorkSource Center contractors; and, the contractor performance standards and provisions for enforcement thereof.

3. Implementation of Local Annual Plan: The LEO and WIB agree that the WIA Administrative Entity requires management flexibility to administer the WIA program, and therefore authorize the WIA Administrative Entity to implement the Local Annual Plan as set forth herein. The LEO and the WIB further agree that since the City is responsible for any financial liability incurred as a result of the use of WIA funds, the selection and retention of WIA program contractors shall be performed by the WIA Administrative Entity.

Therefore, upon approval of the Local Annual Plan, the WIA Administrative Entity is authorized to take all steps necessary to implement the Local Annual Plan. No further Mayor, City Council or WIB approval shall be required to execute contracts, amendments to contracts, leases or other commitments described in and consistent with the Local Annual Plan. Specifically, the WIA Administrator, or designee, is authorized to:

- a. Execute all necessary grant agreements related to the WIA program with State, Federal or other governmental agencies;
- b. Negotiate and execute agreements with program providers, WorkSource Centers, Youth WorkSource Centers, worksite agreements, leases, marketing contracts and other agreements and memoranda of understanding as necessary for implementation of the WIA program as approved in the Local Annual Plan, subject to the approval of the City Attorney as to form and legality;
- c. Negotiate and execute amendments to the agreements mentioned above, provided that no amendment to a program agreement shall change the policy or purpose of the agreement or increase or decrease the funding level of any agreement in an amount in excess of two hundred and fifty thousand dollars (\$250,000) in one year, without the approval of the Mayor, the City Council and the WIB, or in an amount from twenty-five thousand dollars to two hundred fifty thousand dollars (\$25,000 to \$250,000) without the approval of the WIB and subject to the approval of the City Attorney as to form and legality;
- d. Authorize the Office of the City Controller to disburse WIA funds in accordance with the Local Annual Plan and the terms set forth herein, subject to the approval of the City Administrative Officer ("CAO"), and provide procedures for any technical adjustments to such instructions to the Controller; and

- e. Employ persons as provided in the Local Annual Plan in accordance with City Civil Service requirements.
- F. Office of the City Controller

The Office of the City Controller is authorized to:

- a. Establish one or more receivable accounts, as necessary, as WIA Trust Funds to receive WIA funds from the State and Federal government and to appropriate, transfer and disburse funds from these Trust Funds in accordance with the Local Annual Plan and upon demand of the WIA Administrator; and
- b. Establish any other accounts and funds as necessary to administer the WIA program as described in the Local Annual Plan and expend such funds upon proper demand of the WIA Administrator.

G. Youth Council

The Youth Council shall be established as a committee of the WIB with its members appointed by the WIB Board. The relationship and authority of the Youth Council for youth activities under the WIA shall be set forth in the Bylaws of the WIB. However, recommendations for selection of program operators and funding authorities shall be provided to the WIB by the Youth Council in sufficient time for them to be approved and incorporated into the Local Annual Plan. Implementation of the youth program shall be in accordance with the Program Operation procedures set forth in Section 3 E.

H. Nomination and Appointment of WIB and Youth Council Members

Initial appointment of the Interim WIB was made by action of the Mayor and City Council on November 2, 1999. (C.F. No. 99-0644 adopted November 23, 1999). All re-appointments or new appointments to fill any vacancies shall be made as follows:

- The WIB shall solicit the names of candidates from City Council, the Mayor, and current WIB members for consideration by the WIB Nominations/Membership Committee. Names of nominees must be submitted with current resumes within fifteen (15) working days of receipt of notice from the WIB.
- The WIB shall maintain a Nominations/Membership Committee which shall meet at least semi-annually to solicit and receive recommendations from business, labor, education, community-based service providers and other interested groups and individuals for membership on the WIB and the Youth Council, based on current vacancies.

- 3. The WIB shall transmit nominations to the Mayor and City Council by March 1st of each year.
- 4. The term of membership for each WIB or Youth Council member shall be for two years, and may be extended for additional two year periods.
- 5. The President of the WIB shall serve for a one year term, and shall be elected at the annual meeting of the WIB by WIB members. The term may be extended upon re-election. The President of the WIB shall be from the private sector. Nominations for the President of the WIB must be submitted to the WIB for consideration at least two months prior to the Annual Meeting.
- The President of the Youth Council shall be elected by members of the WIB and shall serve for a one year term, which may be extended upon re-election.

Memoranda of Understanding

The LEO and the WIB shall negotiate and enter into, and amend as necessary, the system-wide Memorandum of Understanding (MOU), and related resource sharing agreements, between and among the City, the WIB and WIA One-Stop Partners which will set forth the sharing of resources between the parties and the other requirements set forth in the WIA. The City shall submit the executed MOU and any amendments thereto to the State.

SECTION 4 - PROGRAM ADMINISTRATION

The WIA Administrative Entity shall administer the WIA program in accordance with applicable law, the approved Five (5) Year Plan, and Local Annual Plan(s), including receipt and disbursement of WIA funds, preparation of grant applications, contracting and contract administration, fiscal administration, and accounting and auditing.

- A. The WIA Administrative Entity will identify and collect directly, or through the WorkSource Center and Youth WorkSource Center contractors, all program and fiscal data necessary for managing the program.
- B. The WIA Administrative Entity will maintain records for fixed assets and materials purchased with WIA funds and or transferred to WIA from the prior federal programs in accordance with guidelines provided by the State or Federal governments under the WIA.

- C. The WIA Administrative Entity, in accordance with the WIB's guidance and policies, the Five (5) Year Plan, the Local Annual Plan(s), will be responsible for:
 - 1. Developing and issuing requests for proposals for workforce investment systems and services as required by law.
 - 2. Establishing an Appeals Board, in consultation with the WIB, the Mayor and City Council to hear appeals by proposers. At a minimum, the Appeals Board shall consist of the General Manager of the Administrative Entity, the President of the WIB, the President of the Youth Council, the Chair of the Jobs and Business Development, Chair of the Council Committee that has jurisdiction over the WIB, Committee of the City Council, and the Deputy Mayor responsible for Economic Development, or their designees.

The Appeals Board shall issue final funding decisions in accordance with the policies and procedures of the plans and this Agreement. All Appeals' Board decisions shall be final.

The President of the WIB or his/her designee shall Chair the Appeals Board, and appeals hearings shall be recorded.

- 3. Procuring contractors and executing contracts for WIA programs as further described in this Agreement
- 4. Administering and monitoring all contracts for WIA services during the term of said contracts.
- 5. Providing training and technical assistance to WIA program operators.
- 6. Providing regular reports and analysis of contractor progress and program performance to the WIB and the LEO.
- Auditing funds as required under the WIA, providing for audit resolution, maintaining all records for audit purposes, and reporting the results of such audits to the WIB and the LEO.
- 8. Preparing reports, audits and evaluations of the WIA program at the request of the LEO and/or WIB for their consideration at any time.
- Collecting program income information by WIA activities, and recommending the disposition of such funds as authorized by the LEO and the WIB.

- 10. Maintaining an inventory of WIA resources and seeking additional resources, including the preparation of proposals for grant funds, consistent with the priorities of the WIB and applicable law.
- D. The WIA Administrative Entity and WIB Executive Staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the policy priorities of the WIB:
 - 1. Obtaining and disbursing labor market and demographic information.
 - 2. Developing the Five (5) Year Plan and the Local Annual Plan(s) and related planning documents for consideration by the WIB and the LEO.
 - 3. Developing policy issues and developing recommendations for consideration by the WIB and the LEO.
 - 4. Coordinating with other City departments, governmental entities and other WIA administrative entities, as necessary, for participation in regional planning efforts related to workforce development.
- E. The WIA Administrative Entity will provide support and assistance at all WIB meetings and make recommendations to the WIB on the prioritization and coordination of oversight, evaluation, and private sector involvement activities.
- F. Administrative and Program Budget

The WIA Administrative and Program Budget shall be prepared by the WIA Administrative Entity in accordance with State-established timelines, and submitted to the WIB and subsequently to the City Council for their approval as part of the Local Annual Plan. All funds received from WIA revenues shall be administered in accordance with the City's established budget procedures and this Agreement. WIB privately solicited funds shall be administered in accordance with Section 6B of this Agreement.

G. Public Notice Process

The public shall have the right to notice and an opportunity to comment on the Five (5) Year Plan and Local Annual Plan(s) in accordance with all applicable State and Federal requirements.

SECTION 5 - PROGRAM OVERSIGHT

The WIB and the City each have independent oversight responsibilities under WIA. In carrying out these independent oversight responsibilities, the City and the WIB will make good faith efforts to avoid unnecessary duplication of efforts. The WIA

Administrative Entity, upon request by the WIB, will provide staff and independent consultant support to the WIB to assist in its oversight and evaluation role.

The WIB and the City shall review the performance and assess the benefits, productivity and impact of the WIA funded programs. The WIA Administrative Entity shall conduct contractor monitoring to ensure contract compliance and program accomplishment. The WIA Administrative Entity shall ensure that annual monitoring of the system for performance, program and contractual compliance, fiscal integrity and customer satisfaction is provided in accordance with detailed monitoring procedures described in the Local Annual Plan.

- A. The WIB shall review periodically with the Mayor and the City Council its recommendations resulting from its independent oversight and evaluation of the WIA programs. Any resulting actions which are determined to be necessary by the WIB and the City shall be implemented by the WIA Administrative Entity.
- B. The WIA Administrative Entity shall provide or make readily available to the WIB information to carry out oversight, including final audit reports and evaluation reports that may have been prepared by third party consultants or CPA firms contracted by the WIB and the City.

SECTION 6 - WIB INDEPENDENCE AND FUNDING

- A. WIB solicitation and acceptance of grant funds from other public agencies shall require the prior approval of the City, to ensure that there is no duplication of effort or unintended internal competition for such public grant funds. Should a member of the WIB, who is a mandatory partner under WIA, apply for grant funds that impact the WIB, such member shall give prior notice to and consult with the WIB and City regarding such application.
- B. The WIB may solicit and accept private donations of funds. All such funds shall be deposited to the credit of the "Workforce Investment Board of the City of Los Angeles," in an interest bearing Trust Fund for the WIB. These funds may be disbursed as authorized by the WIB through the WIB Treasurer, for all purposes in furtherance of the WIA in the City of Los Angeles. The WIB Treasurer shall render to the officers and the directors of the WIB, whenever they request it, an account of all transactions affecting the Trust Fund and of the financial condition of the corporation. The WIB Treasurer will report to the Mayor, CAO and the Office of the City Controller of the status of this Trust Fund on a quarterly basis and shall furnish to the WIB and the Office of the City Controller an annual audit in accordance with standard government accounting standards. The WIB shall report annually to the Mayor and the City Council on the condition of the Trust Fund and the nature and amount of all disbursements. Private funds solicited by WIB will be reported quarterly to the Mayor, the CAO and the Controller, and

annually to the Mayor and the City Council, including source and condition of funds, and the nature and amount of all disbursements. Funds privately solicited and received by the WIB's non-profit corporation shall be deposited and expended in accordance with the WIB Bylaws.

SECTION 7 - WIB-CITY COOPERATIVE SUPPORT

In accordance with City, State and Federal rules and regulations, and under the provisions of the WIA, the WIB and the LEO will cooperate in carrying out all shared responsibilities under this Agreement.

SECTION 8 - CITY LEGISLATIVE PROGRAM

The WIA Administrative Entity and WIB Executive Staff shall ensure the WIB's input to the City's legislative program by periodically providing information to the WIB on the WIA and WIA related legislative, legislative policy, administrative actions, administrative regulations and intergovernmental relations matters subject to the procedures set forth in the Charter and Administrative Code and the City's "Organizational and Procedures Manual on Legislative Matters Affecting the City of Los Angeles."

SECTION 9 - GENERAL PROVISIONS

This Agreement is made pursuant to the WIA and related rules and regulations promulgated to carry out the purposes of the WIA, and is in compliance with all applicable Federal, State and local laws, rules and regulations. In addition, the following general provisions apply:

A. Financial Liability

The City undertakes and agrees to defend, indemnify and hold harmless the WIB and its duly appointed members from and against all suits and causes of action, claims, losses, demands and expenses from damages and liability arising by reason of, or incident to the performance of this Agreement on the part of the WIB in the administration of the City's WIA program as required by the WIA, except for the active negligence, willful misconduct and acts without authority of the WIB or its duly appointed member(s). The City assumes no liability for WIB activities beyond the scope of this Agreement and/or the WIA.

B. Resolution of Issues

Issues of disagreement will be resolved by a joint meeting of WIB and City Council representatives, with recommendations forwarded to the City Council and the Mayor for final approval. The City Council representatives will be appointed by the City Council President and will include, but not be

limited to, the Chair of the Council Committee that has jurisdiction over the WIB.

C. City Attorney

The City Attorney shall act as legal counsel for the WIB in all WIA funded matters.

D. Grievances

The WIA Administrative Entity shall develop and manage a system to hear and resolve grievances brought by program participants, program providers, and other interested parties as required by the WIA.

E. Mayor and City Council Information

The WIB will keep the Mayor and the City Council informed well in advance on key areas of concern to the program, in particular, regarding any substantive changes from agreed upon policies and programs. The WIB shall submit to the Mayor and City Council any annual financial and program performance reports.

F. WIB Bylaws

The WIB shall adopt Bylaws to govern its internal organization.

G. Public Access to Information

All meetings of the WIB shall be open in accordance with the provisions of the WIA and Ralph M. Brown Act (California Government Code §54950 et seq.) to allow public access to the business of the WIB. WIB documents shall be available to the public in accordance with the WIA and California Public Records Act (California Government Code §6250 et seq.).

H. Term of Agreement

The term of this Agreement shall commence on October ___, 2012, and shall continue for five years thereafter. Either party may terminate this Agreement upon providing sixty (60) days advance written notice to the other party.

I. Amendments

Either party may propose written amendments of this Agreement to the other party at any time which, if mutually agreed to and properly executed, shall become effective from the date of execution.

J. Training

The WIA Administrative Entity and the WIB, at the discretion of the WIB, shall be permitted to participate in and contract for ongoing training in legislation, technology and other areas as they see fit in order to perform their duties.

SECTION 10 - COMPLIANCE WITH LAWS AND REGULATIONS

Both parties agree that in the performance of this Agreement they shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles and City of Los Angeles, including but not limited to the WIA, and laws and regulations pertaining to labor, wages, hours and other conditions of employment and the City's anti-discrimination provision and Affirmative Action Plan, and any new or revised laws or regulations applicable to this Agreement.

SECTION 11 - COMPLETE AGREEMENT

The Agreement contains the complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in six (6) duplicate originals, each of which is deemed to be an original. This Agreement includes fifteen (15) pages, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Workforce Investment Board of the City of Los Angeles have caused this agreement to be executed by their duly authorized representatives.

By	
	ANTONIO R. VILLARAIGOSA Mayor City of Los Angeles Date
	By HERB J. WESSON, JR. President Los Angeles City Council Date
	For WORKFORCE INVESTMENT BOARD OF THE CITY OF LOS ANGELES
	By CHARLES WOO President Date
Council File Number Said Agreement is Number	Adopted of City Contracts