



Charles Woo, President
Workforce Investment Board

CITY OF LOS ANGELES
CALIFORNIA



Richard L. Benbow, General Manager
Community Development Department

June 18, 2012

Council File No.:
Council District Nos.: All
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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

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 Mayor for review and approval. Approval of this item is requested immediately because the current WIB-LEO Agreement expired on February 16, 2012.

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.¹ 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 (i.e. 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, as the Chief Elected Official, 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. A new WIB-LEO Agreement is now being proposed by the WIB and contains the following amendments to the previous agreement.

1. Section 3/Primary Responsibilities, E, Program Operation, #3, on page 6:

Negotiate and execute amendments to all 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 forty-nine thousand dollars (\$25,000 to \$249,000) without the approval of the WIB.

2. Section 4/Program Administration, C, #2, on page 8:

Establishing an Appeals Board, in consultation with the WIB, the Mayor and the 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 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.

¹ 29 U.S.C. 2801 et seq.

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

RECOMMENDATION

Forward the proposed new WIB-LEO Agreement, which covers a Five-Year period beginning February 17, 2012, to the City Council for approval.

FISCAL IMPACT

There is no impact on the City General Fund.

Approved by:



RICHARD L. BENBOW
General Manager



CHARLES WOO
Workforce Investment Board
Chair

RLB:RS:JHP
Attachment: WIB-LEO Agreement

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 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.

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 WIB to oversee the administration of WIA funds to be used for workforce investment systems; and

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

WHEREAS, now, 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 this agreement constitutes the full and complete agreement between the parties hereto and it is mutually agreed 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. 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. City shall refer to the City of Los Angeles, a municipal corporation, governed by the Mayor and the City Council.
- B. WIA Administrative Entity shall refer to the Community Development Department (CDD). The General Manager of the CDD is authorized to act on behalf of the WIA Administrative Entity.
- C. WIA Area shall refer to the geographical area of the City within which the City and the WIB are authorized by the State of California to provide workforce development programs under the WIA.
- D. Workforce Investment Board (WIB) shall refer to the Board appointed by the Mayor and Confirmed by the City Council in accordance with the rules of the WIA and the State of California.
- E. WorkSource Center and OneSource Center shall refer to an entity selected by and under contract to the City to operate WIA funded programs through a WorkSource Center for adults or a OneSource Center for youth.

SECTION 3 - PRIMARY RESPONSIBILITIES

The primary responsibilities of the parties to the partnership 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 are responsible for approving the WIA Five (5) Year Plan, the Local Annual Plan, and any amendments, as authorized and approved by the City Council.

B. City Council

The City Council is responsible for confirming WIB members within forty-five (45) days of the Mayor's transmittal to City Council in accordance with City procedures. The City Council, the Mayor and the WIB are responsible for approving the Five (5) Year Plan, Local Annual Plan and any amendments to the plan(s).

C. WIB

The WIB is responsible for providing lead policy 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 of Los Angeles, 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 Mayor and City Council, 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 CDD, 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 "partners" as described in the WIA legislation, as necessary and as authorized by this agreement or other agreements under the WIA.

Executive staff positions for the WIB 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 Executive staff will advise the WIB on procedures, 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. The CDD is hereby designated as the WIA Administrative Entity by the City and shall carry out its responsibilities in accordance with City ordinances, administrative procedures and this agreement, including receiving and disbursing all grants funds, administering all contracts, identifying, collecting and maintaining all required program data, monitoring program operations, providing technical assistance to program providers, and procuring audits of funds, all as required by the WIA.

E. Program Operation

The City and the WIB agree that any documents adopted by the WIB relating to the WIA program shall be submitted simultaneously to Mayor and the City Council for consideration. Such transmittals shall be signed by the WIB President and the WIA Administrator.

The City (Mayor and the City Council) and the WIB are responsible for jointly approving the Five (5) Year Plan, which contains the broad program goals, strategies and priorities upon which the overall program will be developed. The City 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 OneSource 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 OneSource center contractors; and, the promulgation and enforcement of contractor performance standards. The City and WIB agree that the Administrative Entity requires management flexibility to administer the program and therefore authorize the Administrative Entity to implement the WIA Annual Plan as set forth in this agreement.

The Mayor, City Council and the WIB may require the WIA Administrative Entity to prepare reports, audits and evaluations of the WIA program for their consideration at any time.

The City and the WIB shall amend the system-wide Memorandum of Understanding (MOU) with the City and WIA Partners, which will set forth the sharing of resources between the parties. The City shall send the executed amendment to the State of California. The Administrative Entity shall execute and administer contracts with WorkSource Centers and OneSource Centers, and other agreements as necessary and in accordance with the Local Annual Plan.

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 nor WIB approval shall be required to execute contracts, amendments to contracts,

leases or other commitments described in the Local Annual Plan, provided that there are no substantial policy, programmatic or financial deviations from the Local Annual Plan budget and activities.

Specifically, the Administrative Entity, through its General Manager or his designee, upon approval of the Local Annual Plan by the WIB and the City is authorized to:

1. Execute all necessary grant agreements related to the WIA program in the City of Los Angeles with State, Federal or other governmental agencies;
2. Negotiate and execute agreements with program providers, WorkSource Centers, OneSource Centers, worksite agreements, lease, marketing contracts and other agreements and Memoranda of Understanding as necessary for implementation of the WIA program as approved in the Annual Plan, subject to the approval of the City Attorney as to form and legality in accordance with the provisions of the Local Annual Plan;
3. Negotiate and execute amendments to all 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 forty-nine thousand dollars (\$25,000 to \$249,000) without the approval of the WIB.
4. Issue instructions to the Office of the City Controller regarding the receipt and disbursement of WIA funds in accordance with the Local Annual Plan, subject to the approval of the City Administrative Officer (CAO), and provide procedures for any technical adjustments to such instructions to the Controller; and
5. Employ persons as provided in the Local Annual Plan in accordance with City Civil Service requirements.

Further, the Controller of the City of Los Angeles is authorized to:

1. 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 decrease funds from these Trust Funds in accordance with the Local Annual Plan and upon demand of the General Manager of the Administrative Entity; and
2. 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 General Manager of the Administrative Entity.

F. Youth Council

The Youth Council shall be established as a committee of the WIB and its members are to be appointed by the WIB. 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.

G. 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:

1. The WIB shall solicit 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.
2. 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 openings.
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, except for the first election, which shall take place at the first meeting of the WIB.
6. 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.

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 funds; the preparation of grant applications; contracting and contract administration; fiscal administration; accounting and auditing.

- A. The WIA Administrative Entity will identify and collect directly, or through the WorkSource and OneSource contractors, all program and fiscal data necessary for managing the program.
- B. The WIA Administrative Entity will maintain records for fixed assets and material 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 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 the 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 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. Executing contracts for WIA programs as further described in this agreement.
 - a. The WIB and City mutually agree that specific contractor selection should rest with the City, which is responsible for any financial liability incurred from the use of WIA funds.
 - b. The WIB and City recognize that the assignment of procurement responsibilities to the City provides a benefit to the WIB which minimizes conflict of interest exposure of individual WIB members as defined in the California Government code Section 1090 and 87100 et.

seq. and limits the WIB's financial liability as explained further in Section 9 A.

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, the Mayor and the City Council.
 7. 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, the Mayor and the City Council.
 8. Collecting program income information by WIA activities, and recommending the disposition of such funds as authorized by the City and the WIB.
 9. 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 staff shall coordinate their respective administrative, policy and marketing responsibilities on the following activities, consistent with the 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 and related planning documents for consideration by the WIB, the Mayor and the City Council.
 3. Developing policy issues and developing recommendations for consideration by the WIB, the Mayor and the City Council.
 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.

The General Manager of the Community Development Department shall be the WIA Administrator. The WIA Administrator shall be the sole representative of the WIA Administrative Entity on the WIB.

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 about and an opportunity to comment on the Five (5) Year Plan and Local Annual Plan(s) in accordance with all applicable State and Federal regulations.

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 City's WIA funded programs. The WIA Administrative Entity shall conduct contractor monitoring to ensure contract compliance and program accomplishment. The 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 City's 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 (WIB), in an interest bearing Trust Fund for the WIB. These funds may be disbursed as authorized by the WIB Board of Directors 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 City Controller on the status of this Trust Fund on a quarterly basis and shall furnish to the WIB and 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 City will cooperate in carrying out all shared responsibilities under this agreement.

SECTION 8 - CITY LEGISLATIVE PROGRAM

The WIA Administrative Entity and WIB 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 City's "Organization 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 shall comply 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 of the WIB or its duly appointed member(s), acting clearly beyond their authority. 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 Jobs and Business Development Committee.

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 the 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 Ralph 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 California Public Records Act, California Government Code §6250 et seq.

H. Term of Agreement

The term of this agreement shall commence upon execution by both parties 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 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 will make good faith efforts to comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County 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.

APPROVED AS TO FORM AND LEGALITY: Executed this____ day of _____, 20

By _____
City Attorney
Date _____

For THE CITY OF LOS ANGELES

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 _____ Adopted _____
Said Agreement is Number _____ of City Contracts