

MEMORANDUM OF UNDERSTANDING
AMERICAN RECOVERY AND REINVESTMENT ACT
2010 SUMMER YOUTH WORK EXPERIENCE PROGRAM

REC'D JUL 08 2010
J.A.

- 1) **PARTIES:** The parties to this Memorandum of Understanding (MOU) are Opportunity Inc. of Hampton Roads, on behalf of The Hampton Roads Workforce Development Board (HRWDB) and as the designated fiscal agent for Virginia Local Workforce Investment Area (LWIA) 16, **and** the City of Portsmouth, hereinafter referred to as the “Jurisdiction”.
- 2) **PURPOSE:** The purpose of this MOU is to provide federal funds authorized for LWIA 16 under the American Recovery and Reinvestment Act (ARRA) to the Jurisdiction to directly operate a Summer Work Experience Program for eligible youth during the summer months of 2010, in accordance with the Jurisdiction’s approved program plan, which is incorporated herein by reference. This arrangement is authorized under Section 664.610 of the WIA Regulations. The Jurisdiction will be considered a sub-recipient of federal funds for the purpose of this MOU.
- 3) **PERIOD OF PERFORMANCE:** This MOU is effective on May 27, 2010 and will end on September 30, 2010, unless otherwise modified or terminated.
- 4) **SCOPE OF WORK ACTIVITIES:** The following is a list of the work activities to be conducted by the Jurisdiction in support of the direct operation of their 2010 ARRA Summer Youth Work Experience Program:

A. Recruit youth for participation in the program and determine, verify and document program eligibility, in accordance with WIA youth rules, requirements and guidelines, as amended to reflect the ARRA.

B. Identify worksites, develop participant job descriptions, assign youth to specific worksites, conduct supervisor and participant orientations prior to the commencement of worksite activities and coordinate the overall program throughout the summer months.

Worksites must be safe; have adequate supervision; provide age appropriate activities and responsibilities that reinforce the rigors, demands, rewards and sanctions associated with holding a job; offer an appropriate level of work responsibilities so that the youth is not idle and that a “full day” of work is provided; and, otherwise provide a meaningful opportunity for the youth to learn “first hand” about the world of work. Worksites will primarily be arranged with Jurisdiction departments and agencies and the school system, although they may be arranged with non-profit and other employers within the community. The Jurisdiction is encouraged to develop worksites that provide exposure to “Green”, technology related and other high demand/high growth jobs, to the fullest extent possible. It is recommended that the Jurisdiction develop a worksite agreement with organizations outside of their immediate span of control.

Worksite arrangements may not displace current employees or replace the work of employees who have experienced layoff. In addition, the ARRA stipulates that worksites are

not to be located at any casino or gambling establishment, aquarium, zoo, golf course or swimming pool.

C. Conduct and document a pre and post test assessment of participant work readiness gains through participation in the work experience activity.

D. Maintain a payment system and make direct payments to participants for participation in the program.

E. Develop an Individual Service Strategy (ISS) for each participant.

F. Provide reporting regarding participant and other programmatic activities.

Note: Please reference Opportunity Inc. ARRA Guidance Documents #1 (5/17/10) and #2 (5/17/10), with regard to the above.

- 5) **REPORTING:** The Jurisdiction will provide required participant data to Opportunity Inc. through the use of standard reporting forms, in order to meet HRWDB, State and federal reporting requirements. These forms will be provided to the Jurisdiction by Opportunity Inc. and will cover information related to participant registration, enrollment and exit transactions and will be due to Opportunity Inc. within five (5) calendar days after the transaction date and may either be submitted electronically or through hard copy. Opportunity Inc. will be responsible for entering the data into the State automated reporting system and for all other reporting to State and federal authorities. Reporting forms and related instructions are contained in ARRA Guidance Document #1 (5/17/10).

- 6) **PAYMENT:** Opportunity Inc. will provide up to an overall amount of \$54,742 to provide for the Summer Work Experience Program specified herein. Of this amount, all is restricted for direct payments to youth participants. Invoices are to be submitted to Opportunity Inc. within ten (10) calendar days after payments are made to participants. The invoices must be accompanied by a listing of participant names with amounts paid, separated by in-school and out of school youth, with totals for each. A minimum of 30% of the payments made to the Jurisdiction under this MOU must be for services to eligible Out of School Youth, as defined in ARRA Guidance Document #1 (5/17/10).

- 7) **NOTICES:** All invoices for payment will be sent to Opportunity Inc. at the following address:

Attn: Finance Office
Suite 700
500 East Plume Street
Norfolk, Virginia 23510

All payments and other correspondence will be sent to the Jurisdiction at the following address:

Attn: Toni Smaw-Bembry, Director of Human Resource Management
801 Crawford Street, 2nd Floor
Portsmouth, Virginia 23704

- 8) **APPLICABLE LAWS AND RULES:** This MOU will be governed by the Laws of the Commonwealth of Virginia; the Workforce Investment Act (WIA) and the American Recovery and Reinvestment Act (ARRA), as applicable; applicable federal and State requirements; and, ARRA guidance documents provided to the Jurisdiction, external to this MOU. In addition, the activities conducted under this MOU will comply with all federal and State statutes relating to equal opportunity and non-discrimination, as appropriate.
- 9) **MODIFICATION AND TERMINATION:** This MOU may be modified or terminated at any time with the mutual agreement of the parties hereto, in writing. This MOU may be terminated in whole or in part or may be curtailed in whole or in part by Opportunity Inc. in the event that available funding is terminated, restricted or reduced in any manner or amount by federal or State funding agency.
- 10) **OVERSIGHT:** Opportunity Inc. will conduct a monitoring review of the Jurisdiction's 2010 ARRA Summer Youth Work Experience Program in order to ensure basic compliance with the appropriate rules and requirements. This activity will not disrupt any programmatic activities and prior notice will be provided.
- 11) **RECORDS MAINTENANCE:** The Jurisdiction will retain all participant and financial records relative to this MOU for a four (4) year period following its ending date or until audited, whichever is greater. With notice, Opportunity Inc, its authorized representatives and/or State and federal auditors or monitors will have the right to examine said records during said period, should the need to do so arise.

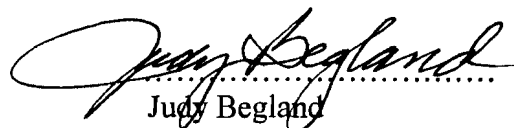
IN WITNESS THEREOF, the Parties hereto shall set their signatures to document agreement with the aforementioned terms, conditions and stipulations and to execute this MOU, as of the date written above.

CITY OF PORTSMOUTH



Kenneth L. Chandler
City Manager

OPPORTUNITY INC.



Judy Begland
President & CEO