

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
CITY OF PORTSMOUTH
PROJECT PROGRESS REPORTS**

Stimulus Source or Coordinating Agency	Opportunity, Inc, (recipient)		
Coordinating City Department	Human Resources (sub-recipient)		
Project Number (assigned by Finance Dept.)	40010		
Project Name	Summer Youth Work Experience		
Project Description	Creation of a summer work experience for in-school and out-of-school youth between ages 14 and 24 years, who meet the eligibility requirements set forth under the Workforce Investment Act. The funding will allow the city to host up to 130 youth during the summer of 2009.		
Award Letter Executed	5/21/09		
Amount of Award	\$303,485.00		
Disbursed	Amount	Percent of Award	Frequency
	\$141,482.73	46.62%	semimonthly
Number of Jobs Created	73		
Number of Jobs Retained	N/A		
Project Status	Complete		



**MEMORANDUM OF UNDERSTANDING
AMERICAN RECOVERY AND REINVESTMENT ACT
2009 SUMMER YOUTH WORK EXPERIENCE PROGRAM**

- 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 period of June 22, 2009 to August 14, 2009, 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 21, 2009 and will end on September 30, 2009, 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 2009 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. It is envisioned that a minimum of 130 youth will participate in the Jurisdiction's program.

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 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 work readiness training and related pre and post assessments for participants, in accordance with the requirements set by Opportunity Inc. This can be conducted in conjunction with worksite activities and may be provided directly by the Jurisdiction or other qualified third party of the Jurisdiction's choosing.

D. Maintain a payroll system and make direct payments to participants for participation in the program. A schedule of payments to participants will be provided to Opportunity Inc. by the Jurisdiction.

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 and #2, 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 Virginia Workforce Network (VWN) automated reporting system and for all other reporting to State and federal authorities.
- 6) **PAYMENT:** Opportunity Inc. will provide up to an overall amount of \$303,485 to provide for the Scope of Work Activities specified herein. Of this amount, up to \$263,900 is available for direct payments to youth participants, plus any additional expenditure(s) that may be required by any federal, State or local jurisdiction in regards to these payments. The remaining amount of up to \$39,585 is available for operational costs, including participant work readiness training. The Jurisdiction will submit monthly invoices to Opportunity Inc. for the costs of work readiness training and other operational costs within twenty (20) calendar days after the end of each month. Invoices for direct payments to youth participants and related expenditures should be submitted to Opportunity Inc. based on the schedule required under Clause 4.D. of this MOU. 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. No equipment with a unit cost of \$5,000 or more may be purchased with funds provided under this MOU. Opportunity Inc. will provide invoice forms, participant time and attendance forms and any other related forms and schedules for the Jurisdiction to use and to submit to Opportunity Inc, upon request.

- 7) **NOTICES:** All invoices for payment and other correspondence 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 City of Portsmouth (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 2009 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, VA



Kenneth L. Chandler
City Manager

OPPORTUNITY INC.



Judy Begland
President & CEO

SWEMOU #2
Modification #1

THIS MODIFICATION OF MEMORANDUM OF UNDERSTANDING (MOU), is entered into this 30th day of September, 2009, by and between Opportunity Inc. of Hampton Roads, on behalf of The Hampton Roads Workforce Development Board and as the designated fiscal agent for Virginia Local Workforce Investment Area 16, and the City of Portsmouth, hereinafter referred to as the "Jurisdiction".

WITNESSETH

WHEREAS, Opportunity Inc. and the Jurisdiction did, on the 21st day of May, 2009, enter into a certain MOU with each other pursuant to the Workforce Investment Act (WIA) and the American Recovery and Reinvestment Act (ARRA); and,

WHEREAS, Opportunity Inc. and the Jurisdiction both desire to modify the aforesaid MOU in the following limited respects:

NOW, THEREFORE, the parties hereto mutually agree that the aforesaid MOU between said parties is hereby modified and amended effective the date first above written in the following limited respects:

MOU CHANGE SPECIFICATIONS

The purpose of this Modification is to extend the period of performance for this MOU to October 31, 2009 in order to provide for the continuation of summer work experience employment activities for specific eligible and enrolled older (18 to 24 years of age) out of school youth, as identified by the Jurisdiction. Under this Modification, the Jurisdiction may continue to use available funds, up to the maximum amounts authorized in the original MOU, for the aforementioned program continuation during the extension period. There are no additional funds authorized herein. In addition, the Jurisdiction must continue to evaluate and document the increase in participant work readiness skills through the ongoing staff review of regular supervisor evaluations and related feedback to the participants, at a minimum. The Jurisdiction is encouraged to continue formal classroom work readiness skills instruction and related assessment, if possible. All other existing Opportunity Inc. requirements, as stipulated in the original MOU or communicated through subsequent written guidance, to include, but not be limited to, the continuation of participant workers compensation or other participant accident insurance coverage and participant and fiscal reporting processes will remain in force.

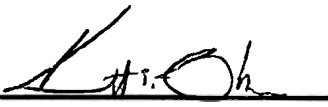
SWEMOU #2
Modification #1

This Modification is caused at the request of the Jurisdiction in consultation with Opportunity Inc. No other changes to the MOU are authorized herein.

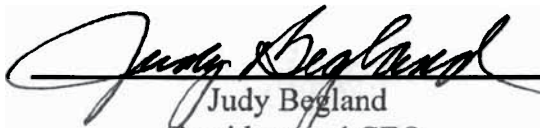
Except as hereinabove expressly provided, the aforesaid MOU between Opportunity Inc. and the Jurisdiction is hereby re-confirmed in every respect.

IN WITNESS THEREOF, The City of Portsmouth, has caused this Modification of MOU to be executed and signed by Kenneth L. Chandler, its City Manager, and Opportunity Inc. of Hampton Roads has caused this Modification of MOU to be executed and sealed in its name by Judy Begland, its President and CEO, all as of the date and year first written above.

CITY OF PORTSMOUTH

By:  10-01-09
Kenneth L. Chandler
City Manager

OPPORTUNITY INC. OF HAMPTON ROADS

By:  (Seal)
Judy Begland
President and CEO

THIS MODIFICATION OF MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 31th day of December, 2009, by and between Opportunity Inc. of Hampton Roads, on behalf of The Hampton Roads Workforce Development Board and as the designated fiscal agent for Virginia Local Workforce Investment Area 16, and the City of Portsmouth, hereinafter referred to as the "Jurisdiction".

WITNESSETH

WHEREAS, Opportunity Inc. and the Jurisdiction did, on the 21st day of May, 2009, enter into a certain MOU with each other pursuant to the Workforce Investment Act (WIA) and the American Recovery and Reinvestment Act (ARRA); and,

WHEREAS, Opportunity Inc. and the Jurisdiction both desire to modify the aforesaid MOU in the following limited respects:

NOW, THEREFORE, the parties hereto mutually agree that the aforesaid MOU between said parties is hereby modified and amended effective the date first above written in the following limited respects:

MOU CHANGE SPECIFICATIONS

The purpose of this Modification is to extend the period of performance for this MOU to March 31, 2010 in order to provide for ARRA allowable work experience employment activities for specific eligible and enrolled current older (18 to 24 years of age) out of school youth participants, as identified by the Jurisdiction. Under this Modification, the total maximum funds authorized for the period 1/1/10 to 3/31/10 is up to \$24,882, of which up to \$22,620 is available for direct payments to youth participants and up to \$2,262 is available for related operational costs. In addition, the Jurisdiction must continue to evaluate and document the increase in participant work readiness skills through the ongoing staff review of regular supervisor evaluations and related feedback to the participants, at a minimum. The Jurisdiction is encouraged to continue formal classroom work readiness skills instruction and related assessment, if possible. All other existing Opportunity Inc. requirements, as stipulated in the original MOU or communicated through subsequent written guidance, to include, but not be limited to, the continuation of participant workers compensation or other participant accident insurance coverage and participant and fiscal reporting processes will remain in force.

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IN WITNESS THEREOF, The City of Portsmouth, has caused this Modification of MOU to be executed and signed by Kenneth L. Chandler, its City Manager, and Opportunity Inc. of Hampton Roads has caused this Modification of MOU to be executed and sealed in its name by Judy Begland, its President and CEO, all as of the date and year first written above.

CITY OF PORTSMOUTH

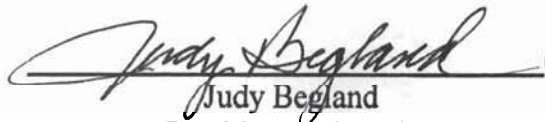
OPPORTUNITY INC. OF HAMPTON ROADS

By:



Kenneth L. Chandler
City Manager

By:



Judy Begland
President and CEO

(Seal)