

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
INTERNATIONAL TRADE EDUCATION PROGRAMS, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and INTERNATIONAL TRADE EDUCATION PROGRAMS, INC., a California Public Benefit Corporation, 3786 La Crescenta Avenue, Suite 103, Glendale, California 91208 (hereinafter "ITEP" or "Recipient").

WHEREAS, on April 3, 2014, the Board approved the Community Grant Investment Program ("Program") for fiscal year 2014/15 authorizing award of one million dollars in grants to the community; and

WHEREAS, ITEP conducts a Ten Point Program to prepare high school students for careers in international trade and high-growth sector jobs and engages port business partners for a variety of education, monitoring and career-related programs; and

WHEREAS, ITEP has nine trade academies serving 2,400 youth providing the education and training on port related issues, including the environment, maritime industry, international trade and transportation, maritime labor, and the impact of ports on the local and regional economy which encompass the program goals set forth in the Program; and

WHEREAS, ITEP submitted a Program grant application and the Program selection committee has recommended a one-year \$330,000 grant award to the organization; and

WHEREAS, receipt of the grant funds will allow ITEP to continue to provide the foregoing services to the community as set forth in its Program grant application, the relevant parts of which are included in this Agreement as an exhibit.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY RECIPIENT

Recipient hereby agrees to conduct, perform and carry out the various programs and services detailed in its Program grant application as set forth in Exhibit A ("Scope of Work").

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Recipient, upon its request, all documents and papers in possession of City which may lawfully be supplied to Recipient and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Recipient and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Recipient is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One (1) year has lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Recipient ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Recipient is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Recipient is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Recipient agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Recipient is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. GRANT AWARD AND PAYMENT

A. Subject to the limitations set forth below, pursuant to Section 5.47 of Chapter 4, Article 1 of the City's Administrative Code which authorizes advance funding for services performed through grants, City agrees to pay and Recipient agrees to accept in full satisfaction thereof a grant sponsorship of Three Hundred Thirty Thousand Dollars (\$330,000) including expenses.

B. Recipient's expenditure of funds shall be subject to the prior written approval of Director of Public Relations of the City's Harbor Department. Recipient's receipt of yearly compensation is subject to its prior submittal and the Director of Public Relations' written approval of deliverables for the upcoming year. The approved deliverables shall set forth the specific items on which Recipient anticipates providing services on an academy by academy basis. Additionally, Recipient shall provide quarterly financial reports detailing its use of the Harbor funds paid under this Agreement. These reports should be supported by any and all documents regarding deposits and expenditures. Recipient shall segregate and account for all Harbor funds separately from all other sources and document expenditures of these funds. Recipient shall employ a cost allocation plan detailing funds expended with supporting detail regarding activities and results. Recipient shall also provide a separate quarterly report showing the Harbor Department's grant sponsorship contribution in relation to ITEP's total fundraising efforts, clearly showing other program donors and their contributions. City shall have the right to audit Recipient's books and records pertaining to ITEP at any time during the term of this Agreement, subject to reasonable written notice.

C. Upon approval of the deliverables by the Director of Public Relations, Recipient shall prepare and submit an itemized statement setting forth the amount due for said fiscal year.

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Recipient's Signature)

D. Recipient must include on the face of each itemized statement submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No statement will be processed for payment by City without this number shown thereon. All statements shall be approved by the Executive Director or his or her designee prior to payment. All statements due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Recipient shall submit appropriate supporting documents with each statement. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Recipient shall provide, all documents reasonably required to determine whether amounts on the statement are allowable expenses under this Agreement.

All statements are subject to audit. Recipient is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all statements should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Recipient shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder.

Such books and records shall be maintained by Recipient for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Recipient arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Recipient or any individual or entity acting for or on behalf of Recipient, and (c) without regard to whether such writings have previously been provided to City. Recipient shall be responsible for obtaining access to and providing writings of third parties. Recipient shall provide City at Recipient's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Recipient's office or facilities which are engaged in the performance of the Scope of Work. Recipient shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Recipient's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

VII. INDEPENDENT CONTRACTOR

Recipient, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Recipient shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit B.

IX. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Recipient undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature

whatsoever, for death or injury to any person, including Recipient's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Recipient or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Recipient ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to grant other awards or perform the services described in this Agreement either during or after the term of this Agreement.

XI. GRANT AWARD AGREEMENT

A. During the term hereof, Recipient agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with this Agreement and the requirements herein or with the interests of the Department.

B. Recipient acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or the Scope of Work shall be void provided, however, that Recipient may permit consultant(s) to perform portions of the Scope of Work as may be necessary to complete performance of services. All consultants whom Recipient utilizes, however, shall be deemed to be its agents. Any consultants' performance of the Scope of Work shall not be deemed to release Recipient from its obligations under this Agreement or to impose any obligation on the City to such consultant(s) or give the consultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Recipient, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. Any contracts awarded by Recipient shall contain a like nondiscrimination provision. See Exhibit C.

XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Recipient shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Recipient shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves. See Exhibit D.

NOTE: Prior to being awarded a contract with the City, Recipient must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Recipient shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Recipient agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Recipient in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Recipient, its officers, agents, employees, or consultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Recipient, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Recipient, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

XIX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Public Relations, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Recipient shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XX. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all Recipients and suppliers of materials and supplies provide a TIN to the party that pays them. Recipient declares that its authorized TIN is 74-3161465. No payments will be made under this Agreement without a valid TIN.

XXI. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Recipient shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

Recipient is obligated to fully comply with all applicable state and federal employment reporting requirements for the Recipient's employees.

Recipient shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Recipient will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. Recipient will maintain such compliance throughout the term of this Agreement.

XXIII. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Recipient shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Recipient and pursue any and all other legal remedies that may be available. See Exhibit E.

XXIV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Recipient, its consultants and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Recipient is required to provide and update certain information to the City as specified by law. Any Recipient subject to Charter Section 470(c)(12), shall include the following notice in any contract with a consultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a consultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), consultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Consultant is required to provide to Recipient names and addresses of the consultant's principals and contact information and shall update that information if it changes during the 12 month time period. Consultant's information must be provided to Recipient within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Recipient, its consultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Recipient agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXVI. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXIII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XXIX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXX. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXXI. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

XXXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

INTERNATIONAL TRADE EDUCATION PROGRAMS, INC.

Dated: _____

By _____

(Print/type name and title)

Attest _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
HEATHER M. McCLOSKEY, Deputy

Account #	_____	W.O. #	_____
Ctr/Div #	_____	Job Fac. #	_____
Proj/Prog #	_____		
Budget FY:		Amount:	
TOTAL			
For Acct/Budget Div. Use Only:			
Verified by:	_____		
Verified Funds Available:	_____		
Date Approved:	_____		

EXHIBIT A

Port of Los Angeles Community Investment Grant Program APPLICATION - Fiscal Year 2014-15

Please attach additional pages if necessary for any of the responses.

Applicant Information	
Organization Name	International Trade Education Programs, Inc. (ITEP)
Designed as a 501c3? <i>(Provide Copy of Designation Letter)</i>	ITEP is a 501c3 non-profit. Please see attached 501c3 designation letter.
Event/Program/Project Name	ITEP Ten Point Program
Date(s)	July 1, 2014 - June 30, 2015
Location(s)	
Brief Description (more detailed information to be included on next page)	ITEP partners with Harbor industry businesses to address the shortage of qualified workers in the Los Angeles trade, transportation, and logistics industries by investing in Harbor youth. ITEP's innovative Ten Point Program prepares high school students for diverse career opportunities in high-growth job sectors by engaging Industry volunteers and students in career exploration, work-based training, scholarships, and more.
Estimated Attendance	
Free or Ticketed Event? Anticipated ticket price?	
Contact Name	Amy Grat, CEO
Contact Address	3786 La Crescenta Ave., Suite 103 Glendale, CA 91208
Contact Phone	(818) 249-6281
Contact E-Mail	amygrat@itepinc.org
Amount of Funding the organization currently receives from the Port of Los Angeles (for any and all programs/projects)	ITEP currently receives \$400,000 in funding from the Port of Los Angeles.

Funding Request for Fiscal Year 2014 – 2015 (July 1, 2014 – June 30, 2015)

List the exact amount of funding being requested: \$ \$400,000

Note: funding will be awarded on an annual basis based on the budget allocated by the Los Angeles Board of Harbor Commissioners. Fund award in prior years does not represent what will be awarded in Fiscal Year 2014-15. The right is reserved to fund up to the amount requested.

**Port of Los Angeles
Community Investment Grant Program
APPLICATION - Fiscal Year 2014-15**

Event/Program/Project Information
<p>Event/Program/Project History:</p> <p>See Attachment</p>
<p>Describe the Event/Program/Project Purpose & Goals:</p> <p>See Attachment</p>
<p>Describe how the Event/Program/Project supports the Community Investment Grant Program goals:</p> <p>See Attachment</p>
<p>How do you plan to recognize the Port of Los Angeles for its grant?</p> <p>See Attachment</p>
<p>Event/Program/Project Evaluation – what are the tools and methodology that will be used to evaluate the success of the event?</p> <p>See Attachment</p>

Applicant Signature	
I certify that the information contained in this Port of Los Angeles Application for Community Investment Grant Program is true and correct to the best of my knowledge.	
Printed Name:	Amy Grat
Signature:	
Date:	30 May 2014

5 double-sided copies of the full application due by 5:00 p.m., Monday, June 2, 2014 to:

Port of Los Angeles
Community Investment Grant Program
Public Relations
425 S. Palos Verdes Street
San Pedro, CA 90731

**Port of Los Angeles
Community Investment Grant Program
APPLICATION - Fiscal Year 2014-15**

Please complete and submit 5 double-sided copies of this proposal, along with all the required attachments (including detailed budget), by 5:00 p.m., Monday, June 2, 2014 to:

Port of Los Angeles
Community Investment Grant Program
Public Relations
425 S. Palos Verdes Street
San Pedro, CA 90731

Please read and acknowledge, by your signature, the following and include this signed cover sheet with your application:

- If selected to receive funding from the Port of Los Angeles, your application becomes the binding agreement between the requesting organization and the Port of Los Angeles. Failure to meet the obligation outlined within the application may negatively affect future attempts to secure funding from the Port of Los Angeles and may result in the repayment of granted funds to the Port.
- Funding is paid to recipients following their submittal of valid invoice which must include a valid City of Los Angeles Business Tax Registration Certificate (BTRC) number, or exemption number. All recipients of grant funds may be audited or subjected to a site visit to ensure the fulfillment of program elements.
- Organizations selected for grant funds will be required to prominently display a plaque, banner or similar signage declaring that support was provided by the Port of Los Angeles and include the Port's logo and to share member/guest information with the Port as practicable.
- Organizations selected for this program will be required to obtain and provide proof of a Commercial General Liability Policy covering any bodily injury, property damage, personal injury or advertising injury associated with their event, program or project. This policy, for which specific requirements will be contained in their agreement, shall include an endorsement naming the Port of Los Angeles as an additional insured.
- Organizations intending to have their event, program or project on Port property are required to submit a completed Temporary Entrance and Use Permit (TEUP) application at least 90 days prior. Note that fees associated by the TEUP may be required – there is no guarantee of fees being waived by the Port. It is recommended that a TEUP be submitted for the event, program or project as soon as possible to ascertain if space is available and to place a hold on the space if it is available.
- By applying for a Community Investment Grant, the organization acknowledges that it wishes to become a community partner of the Port of Los Angeles and as such, will not jeopardize this relationship by disparaging the Port in deed, print, electronic or spoken communications.

I have read and understand the foregoing information regarding a service agreement with the Port of Los Angeles: the policy on payments; the requirement to obtain a BTRC; the requirement to prominently display support signage; the requirement to obtain and provide proof of insurance; and the requirements for submitting a TEUP for Port property use.

Signature: 

Printed Name: Amy L. Grat

Date: 30 May 2014

Port of Los Angeles
Community Investment Grant Program
ITEP TEN POINT PROGRAM
May 30, 2014

ITEP HISTORY

International Trade Education Programs, Inc. (ITEP) provides futures. Through partnerships with ports, transportation, logistics, and related industries, ITEP prepares high school students for diverse career opportunities in high-growth job sectors. ITEP develops innovative programs using a Ten Point Framework for industry engagement in student activities. ITEP works with industry partners to integrate internships and career mentoring with the curriculum of Southern California high schools.

ITEP is requesting funding of \$400,000 to ensure the sustainability of the programs that the Port of Los Angeles (POLA) has invested in for the last 13 years. POLA's investment is leveraged by donations from industry and the community in the form of direct financial contributions, in-kind service, and stipends for students. ITEP's programs encourage young men and women to envision brighter futures and enable students to achieve those goals through scholarships, career exploration, business skills training, and more. The Port's valued partnership allows ITEP to continue its quest for innovation and excellence.

Launched in 1999 with the International Trade Academy at Phineas Banning High School in Wilmington, today ITEP serves more than 2,400 students annually in nine academies across six high schools. Funding provided by POLA allows innovation to flourish in the Harbor and benefit the surrounding communities. Banning High School serves as an incubator for pilot programs that respond to the changing needs of the Port and Harbor communities. In recent years, ITEP has developed the Global Environmental Sciences Academy at Banning High School in response to the Port's sustainability efforts. The Global Safety and Security Academy at Banning High School recognizes the increased focus on homeland security and the role that the Harbor plays in ensuring the safety and livelihood of the people. Acknowledging that international trade expands beyond the Harbor, ITEP developed the Mojave XP Logistics Academy at Barstow High School.

The Port and ITEP have a long history as community partners with unified goals. ITEP supported POLA's internship program for 13 years and in 2013 took full administrative leadership of the program. ITEP continues to share the Port's vision with the community. Today the internship program is a key component of ITEP's offerings, and POLA's continued support has facilitated ITEP's statewide reach. The internship program is offered at Banning High School, where internship retention rates are supported by a new Student Parent Orientation to encourage deeper community involvement. The internship program has also expanded to San Pedro High School, serving students in critical need of academic support and focused career opportunities.

ITEP reinforces a learning environment that motivates students, rewards ambition, and creates opportunity. ITEP's industry advisory boards actively engage business, government, and educational leaders across multiple industries. Volunteers from local businesses offer students the insights and competence to thrive in the growing economy. Students build context between their studies and the real world through hands-on learning and carry that experience with them into the workplace. Likewise, industry partners build lasting relationships with the communities they serve and learn how to engage with and invest in the future workforce.

ITEP PROGRAM, PURPOSE & GOALS

Program & Purpose

Harbor communities need invested, forward-thinking neighborhood members to support each other, inspire success, and further develop their communities. Local families and individuals need each other to help build community resources and support networks. Most of all, the region's future leaders, Harbor youth, need guidance, resources, and context to bolster their academic success.

ITEP serves as an intermediary for Harbor area residents, unifying the efforts of educators, students, and industry professionals into programs that bring confidence, choice, and opportunity to students who might otherwise lose their way. Students are increasingly graduating on time, pursuing post-secondary education, and joining the future workforce as a result of their experiences with ITEP programs.

ITEP delivers program continuity and strengthens the community by connecting high schools to the international trade industry that drives the economy surrounding them. ITEP's innovative programs allow students to become a part of the international trade community through project-based learning, mentoring, hands-on work experience, and career exploration activities. Activities include curriculum supplements, classroom presentations, field trips, job shadow days, community service, industry coaching, and internships. Students are exposed to the wealth of careers available in the Harbor, learn the critical importance that these industries play in the economy, and become prepared to actively pursue opportunities in high-growth job sectors after graduation.

ITEP supports struggling schools. Banning High School suffers a four-year graduation rate of 60%, six points below the LAUSD average. Only 34% of students are on track to complete course requirements with a "C" or better, leaving many students unqualified to pursue higher education. Students are scoring below standard levels in all core areas: 58% in math, 56% in algebra, and 29% in English language arts. As a result, Banning High School does not meet AYP standards. These students are at risk for dropping out, as well as becoming disconnected from the international trade community that drives the Harbor economy.

Currently, the LAUSD faces a dropout rate of 1 in 5 students—a rate felt more keenly in low-income neighborhoods such as Wilmington. Within the school system, international

business professional development for teachers is also weak—creating another gap between the academic experience and real-world options for students. While 1 in 8 jobs in Southern California is related to the Port, employers struggle to find qualified and motivated applicants for vacant positions in trade, transportation, and logistics.

This challenge contributes to the current Wilmington unemployment rate, which is 8.7%, compared to a national unemployment rate of 6.7%. High crime rates and unemployment bolster a preventable cycle of poverty, which workers struggle to break as they are repeatedly considered unqualified for jobs because they lack the requisite training and education.

ITEP programs can change these outcomes. ITEP provides a long-term investment in the futures of students in Wilmington, Barstow, and San Pedro communities that is reinforced by the active presence of local business and industry partners. As advisory board members, career coaches, and internship providers, industry partners discover a meaningful outlet for the industry to engage with the community and build a strong, collaborative relationship with the future workforce. An impressive 81% of internship employers return each year due to their positive experiences with students and the visible difference that their involvement makes in student’s success.

Goals

Innovation is the cornerstone of ITEP’s success, and ITEP programs continue to grow with the needs of the Harbor community. In 2012-2013, ITEP and its partners reached new milestones:

Program Delivery	Industry Engagement	Sustainability
2400+ students served	12,400+ hours donated by industry volunteers	In-kind contributions of industry volunteers valued at more than \$327,732
85% average senior graduation rate	757 industry & community leaders involved since 2006	\$29,800 raised and rewarded in scholarships and stipends
84% pursuing post-secondary education	957 total industry interactions in 2012-2013	43% funding from POLA (reduced from 66% since 2007)
57% pursuing port-related careers	63 paid interns placed in industry positions	43% funding from corporate and individual donations
1,380+ graduates in Alumni network	60 job shadow visits across 16 Harbor-area employers	14% funding from foundations and grants

ITEP’s innovation supports gains in the economic health of the Harbor area by connecting thriving industries and education through a ground-breaking, sustainable Ten Point Framework that enriches students, empowers educators, and engages employers. This framework is flexible and capable of meeting changing school needs while maintaining consistency so best practices can be developed and shared across multiple program sites.

Ongoing support by the Port is essential for ITEP to maintain the level of service that the Harbor community has come to expect. A drop in funding will result in program cutbacks. Currently, there are more students interested in programs and internships than ITEP can accommodate. Moving forward, ITEP hopes to expand capacity to meet student need while preserving the quality of its programs and maintaining its current offerings.

Potential capacity improvements include expanded event size, the addition of programming for 9th grade students, and the development of a STEM program at Banning High School. Additionally, ITEP seeks to strengthen its relationship with industry volunteers. This invaluable relationship is seen in the guidance of industry advisory boards, career coaching by industry representatives, community exploration opportunities, and job shadowing & internship placements.

Program Delivery Goals

Teacher Support	Provide resources to meet Linked Learning pathway development goals and Common Core requirements; introduce a STEM learning program to Banning High School
Career Pathway Exploration	Maintain current speaker series, signature field trips, and United States Coast Guard (USCG) Day of Discovery offerings while expanding capacity to allow more students to participate; increase capacity of the GPS Your Future College Career Expo to accommodate more attendees (event is currently only able to support approximately 328 students and 75 industry professionals)
Workplace Skills Development	Maintain industry workshops on school grounds for 100+ students; increase workshop capacity to accommodate more students
Project-Based Learning	Maintain and evaluate new capstone project for internship students; maintain and evaluate project-based curriculum modules built around the GPS Your Future and USCG Day of Discovery events
Awards & Recognition	Maintain quality of the Scholarship Dinner while expanding attendance capacity and increasing event revenue by 10%
Evaluation	Maintain current tracking methods; identify trends and opportunities for improvement

Industry Engagement Goals

Industry Partner Recruitment	Maintain 250 industry, government, and educational volunteers; attract new members who will be helpful influential in supporting ITEP programs and build deeper engagement with existing partners
Industry Awareness	Maintain existing industry exploration opportunities and identify & pursue relationships with new sectors including Construction, Engineering, and Building Trade Unions

Industry Engagement Goals

Industry Coaching	Maintain 159 current industry coaching interactions; increase and expand industry participation in career coaching activities
Job Shadowing & Internships	Maintain and expand 60 current job shadowing opportunities; maintain high employer satisfaction rating for student interns; place 100 students from LAUSD and LBUSD in paid internship positions

Financial Sustainability Goals

Generate revenue to support programs	Diversify funding base through business, foundation, and individual partners; expand awareness into the philanthropic community
Reduce dependence on POLA funding	Since 2007, ITEP has reduced reliance on POLA funds from 66% to 43% while adding sustained value to the investment and generating awareness for sister community programs supported by POLA
Increase Corporate and Individual Donations	80% renewal of current donor pool, 20% growth in number of donors, 100% Board of Directors personal contributions
Increase Foundation and Grant Funding	10% grant revenue growth

ITEP SUPPORT OF COMMUNITY INVESTMENT GRANT PROGRAM GOALS

Due to ITEP's long history with the Harbor community and its extensive partner network, ITEP programs support all of the Community Investment Grant Program goals and serve as comprehensive modes of educational outreach.

Educate ways that international trade is crucial to the economy

Each ITEP high school program emphasizes a crucial industry that represents part of the international trade community. The Port of LA's partnership currently allows ITEP to support four maritime themed SLC's at Phineas Banning High School: International Trade Academy (ITA), Global Safety and Security Academy (GSS), MATCH ("From the Field to the Table") Academy, and Global Environment Studies Academy (GESA). At Barstow High School, ITEP also supports the Mojave XP Logistics Academy. ITEP programs help students link their classroom learning with workplace realities. In the 10th grade, students gain industry awareness through job shadowing opportunities and job experience through community service. In 11th grade, students are able to participate in internship workshops during the school year that prepare them to earn a paid summer internship. In 12th grade, the focus shifts to applying for colleges, scholarships, and potential jobs. In addition, 12th graders also give back to their community through peer mentoring of 10th and 11th grade students.

Educate about how jobs are supported by the port

Internships

ITEP's Internship Programs build upon ITEP's existing partnerships with schools and industry. In order to prepare for the internship program, students experience two years of progressive programming starting with industry awareness and advancing through career exploration and skills development.

This summer internship provides a critical opportunity for students to integrate previously learned skills while preparing them to pursue college and career aspirations in their senior year. During the internship, students experience a workplace environment firsthand and learn how the international trade industry is supported by POLA on a daily basis. Maritime careers are showcased through internships at the Port and its tenants, notably APL, Ports America, Pasha, Tesoro and APL.

Events

GPS Your Future

More than 350 ITEP students are introduced to high-growth job sectors during the "GPS Your Future" career discovery event. ITEP students have the opportunity to engage in one-on-one discussions with global professionals, tour exhibits by local and international companies and higher education institutions, and participate in breakout sessions led by potential employers and mentors. Through the representation of Port-related industries at career education events, POLA plays an integral role in preparing high school students to become the highly skilled and motivated workforce of the future.

Scholarship Dinner

ITEP brings together almost 700 representatives of the international trade community to recognize the achievements of ITEP students and raise funds to support ITEP programs. The scholarship dinner gives ITEP benefactors and friends a chance to meet and be inspired by the rising generation of Harbor area leaders. This event provides ITEP students the opportunity to network with professionals in the trade, transportation, and logistics industries and allows businesses to scout for future interns and employees from among ITEP students and young alumni.

Community Benefits to San Pedro, Wilmington, and Harbor City Areas

Community Visibility

ITEP and its partners demonstrate their commitment to the Harbor community on local, regional, and statewide levels. ITEP staff members serve actively on community boards, commissions, and councils. These include: California State Partnership Academy Council; Harbor Association of Industry and Commerce; Wilmington Chamber of Commerce; San Pedro Chamber of Commerce; California Association of Non-Profits; Barstow Community College Logistics Board; and other community organizations.

By participating in wider community development, ITEP has become a recognized and integral part of the Harbor community. This involvement also allows ITEP to stay informed on rising issues in education and industry and develop innovative programs in response to community need.

Post-Secondary Education

Improving student support locally results in statewide benefits as students gain the confidence and momentum needed to pursue higher education and rewarding careers. ITEP recently surveyed 115 graduates from the Class of 2012 (total of 460 across eight academies) and found the following:

- ITEP Alumni are Pursuing Further Education
 - 84% are enrolled in some type of post-secondary education
 - 46% are in two-year community colleges
 - 35% are in four-year universities
 - 10% are at in private institutes, trade schools, or in the military
 - 9% are not enrolled in school
- ITEP Alumni are Enrolling in California Institutions
 - The top local college destinations are Harbor College, El Camino, CSULB, and CSU Dominguez Hills
 - Other notable institutions include UCLA, UC Santa Cruz, and UC Irvine
 - 18 ITEP alumni are currently admitted and enrolled at Cal Maritime
- ITEP Alumni are Pursuing Port-Related Careers
 - 57% of ITEP alumni are also pursuing careers in port-related fields
 - Engineering, tourism, and safety & security are the top three port-related career choices

Promote maritime history and tradition

ITEP's curriculum features the history of the Port and its current economic significance. ITEP complements POLA's investment in community resources by connecting students with enrichment programs, such as the "Top Sail Youth Program," hosted by the Los Angeles Maritime Institute (LAMI).

ITEP programs allow students to experience the rich maritime history and tradition of the LA Harbor area including: Port's O'Call, the Cruise terminal, the Maritime Museum, the Aquarium of the Pacific, and the Los Angeles Marine Institute. In addition, in 2015 students will be also be engaged in a media presentation project which will use international trade as the focal point of study.

Educate about safety & security of POLA

ITEP addresses community development, youth education, safety and employment training, and employment of the future workforce in order to strengthen the local economy and increase the number of high-school graduates, thereby supporting Harbor business and communities and breaking the cycle of poverty.

ITEP provides focused safety and employment training through the Global Safety and Security Academy (GSS) at Banning High School, which introduces students to careers in the safety and security area of international trade. Students build supportive relationships with local law enforcement and military in order to encourage awareness

and understanding. Interactive programming demonstrates how these groups function in maintaining the safety of the Harbor area and promoting the local economy.

More than 200 ITEP academy students from Banning High, San Pedro High and Barstow High experience an immersive "Day of Discovery" hosted annually by the USCG at Terminal Island. Students participate in demonstrations by the Maritime Safety and Security, Health Services, Helicopter Display, Marine Environmental Awareness, and recruiting program opportunities. The "Day of Discovery" event also exposes students to the numerous safety and security related jobs in the port and maritime industries including: USCG, Port Police, and U.S. Customs.

Promote Waterfront and Tourism

ITEP programs encourage students to build context between their studies and the real world by exploring their communities and neighboring areas. Exposure to different industries, industry professionals, and potential careers, students in ITEP programs learn to see their communities from new perspectives and are able to put names and faces to the local businesses that strengthen the economy and provide opportunity for Harbor residents. ITEP promotes internal tourism and an expanded view of the Harbor community by inviting students to explore neighboring cities. Students learn how Wilmington, San Pedro, Carson, Gardena, and Barstow are connected by industry and take pride in the important contributions made by the men and women who support the Harbor economy.

ITEP takes a proactive approach to waterfront tourism by preparing a future workforce for hospitality and service careers. MATCH Academy at Banning High School provides a challenging and rigorous curriculum that investigates the global movement of food, from the field to the table, and exposes students to careers in maritime, agriculture, tourism, cuisine, and hospitality industries. ITEP alumni pursuing these careers will provide the talented and dedicated workforce that ensures the waterfront remains a popular and welcoming destination.

Educate ways to improve environment

Environmental responsibility is a tenet of all ITEP programs; however, it receives in-depth focus at the Global Environmental Sciences Academy (GESA) at Banning High School and the Earth Alert Academy at San Pedro High School. Students participating in these programs learn about the environmental challenges faced by the Harbor community and the careers available to help create solutions. Selected students gain valuable on-site experience while job shadowing at Valero Refinery, Calscience Environmental Labs, SA Recycling, the USCG, and more. GESA and Earth Alert students graduate with a greater awareness of their surroundings and their own potential to influence environmental change.

Promote sustainability of Port

Both environmental and economic sustainability are cornerstones that are embedded throughout ITEP's innovative career education curriculum. By participating in environmental stewardship, ITEP students develop pride in maintaining their community

and awareness of the businesses and organizations that endeavor to keep the Harbor area clean and usable by its residents. At GESA, students collect E-waste and raise funding support through partnerships with local recycling businesses such as Environmental Conversion Recycling. ITEP students serve their community through recycling collections, beach clean ups, and other beautification projects.

At San Pedro's Earth Alert, students participate in Earth Day with major on and off-campus events that generate environmental interest and awareness. ITEP utilizes an extensive community network to provide engaging speakers and activities for students that expose them to intriguing careers and provide awareness about their environment.

The Earth Day events are supported by representatives from Harbor organizations, including but not limited to:

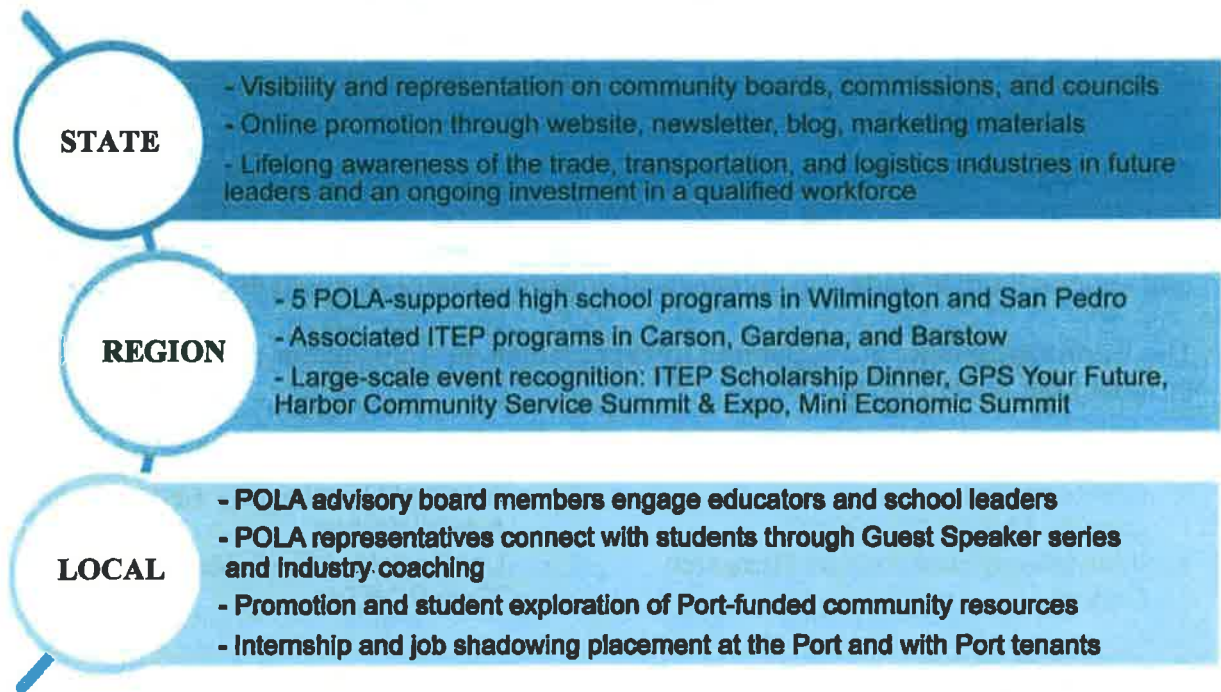
- U.S. Coast Guard
- SA Recycling
- Cabrillo Marine Aquarium
- International Bird Rescue Research Center
- Oiled Wildlife Care Network
- National Oceanic and Atmospheric Administration
- Los Angeles PORT Mobile TransPORTer

ITEP RECOGNITION OF THE PORT OF LOS ANGELES

The historic partnership of the Port and ITEP is widely recognized, and POLA's investment in ITEP's Ten Point Program for youth has a lasting impact on the Harbor community. First, the Port and ITEP share mutual commitments to the health and vitality of the maritime and trade-focused communities of Wilmington, San Pedro, Carson, Gardena, and Barstow. Second, ITEP currently supports its Ten Point Program at nine international trade-focused programs in six Southern California high schools. Third, these programs reflect ITEP's effectiveness in promoting POLA's strategic priorities. Fourth, ITEP's alignment with State Lands guidelines demonstrates a nexus to the Port's commitment to the people of California.

ITEP places an emphasis on acknowledging the organizations that help our programs create positive community change at local, regional, and state levels. POLA's major contributions to our programs will be featured on the ITEP website, in the official ITEP blog, and all other pertinent marketing materials. Most notably, POLA's contributions will be highlighted in the ITEP newsletter, which is distributed to a readership of 3,500 local, regional and national industry and educator contacts. POLA will also be invited to and recognized at several large-scale events. ITEP continues to honor the exemplary Port employees who have supported ITEP, including dedicated founding father Bill Stein for whom a volunteer award is given each year and a Martin Chavez Scholarship.

Leveraging the Port of Los Angeles Investment



The subtler but ultimately more powerful forms of recognition for POLA's support will stem from the curriculum content of ITEP's education programs. The history, economy, and industries of the Port are forever a central fixture in ITEP's curriculum as it allows for real-world context to be applied. For example, over a period of several months the "POLA Guest Speaker Series" will introduce students to a wide array of Port industries through informative lectures by industry and labor. This will evoke the diversity that jobs at the Port represent in terms of interests, levels of expertise, and industry sectors.

By engaging directly with Southern California students and making a tangible difference in the lives and futures of these young men and women, the Port develops a strong reputation as a supportive community partner. Recognition of increased graduation rates and student performance is also recognition of POLA's long-term investment in the education and training of Harbor youth.

Thousands of students and parents will carry the industry awareness and relationships they develop through ITEP with them as graduates continue into college and careers. Many ITEP students will return to pursue careers in the trade, transportation, and logistics industries. All ITEP students will have a deeper understanding of the importance the Port serves in stimulating the local economy and preserving the Harbor community.

ITEP EVALUATION

ITEP recognizes the importance of showing a return on POLA's investment through metrics and outcomes. Evaluation results are used to drive program innovations that

ensure POLA's investment is fulfilled and that ITEP remains sensitive to community needs. ITEP uses both qualitative and quantitative measurements to track the success of our programs. To quantify program delivery, ITEP maintains strict records regarding the number of students served, graduation rates, and student progress. Quarterly and annual reports are generated for all our academies and programs.

Quantitative Evaluation

ITEP utilizes California Department of Education reports, LAUSD statistics, and API scores to judge our quantitative success. This information, along with ITEP alumni tracked data, is aggregated to produce an Alumni Tracking Survey. In 2011 and 2012, the survey provided detailed data on each of the corresponding classes of ITEP graduates. In addition, ITEP is continuing our Twelve-Year Longitudinal Alumni Tracking Survey, which plots alumni success and career/education-related statistics for our 12 graduated classes. ITEP also tracks the engagement of industry representatives by maintaining records of volunteer hours and interactions for every ITEP program and event.

Qualitative Evaluation

Our qualitative measurements come in the form of feedback from principals, teachers, advisors board members, industry participants, and students involved in ITEP programs. Pre/post evaluations of activities and internship experiences provide ITEP with valuable insights for improvement.

The following innovations demonstrate ITEP's responsiveness to program evaluations, educational trends, and community needs.

	Community Need	ITEP Innovation
Dinner for Ten	Post-graduation referrals, career advice, and scholarship support	Social networking series that connects grads and employers
Student Parent Orientation	Internship retention and engagement requires a support network to motivate and encourage students	Orientation in English and Spanish to introduce parents to the internship program and student achievement, 104 families in attendance
New Industry Partners	Diverse industry coalition to provide the intellectual, social, and financial resources to implement ITEP programs	New partnerships with P2S Engineering, Preferred Freezer, EPCM, U.S. Security Associates, and Long Beach Memorial Hospital
Office Skills Workshop	Students lack experience to operate office equipment confidently during internships	Collaborative workshop with Tesoro to train students in basic office equipment and phone etiquette
Pilot Pathways	Educational research shows the importance of reaching children as they transition from middle school to high school	A joint program between Harry Bridges Span School and Banning High School to provide quality maritime-themed co-curricular programming (sponsored by United Way)

**International Trade Education Programs, Inc.
POLA Budget Proposal FYE 2015**

POLA Revenue	\$ 400,000
Salaries	
Officers	\$ 78,809
Staff	\$ 159,822
Payroll Taxes	\$ 22,018
Employee Benefits	\$ 19,450
Total Salaries & Benefits	\$ 279,899
Contract Services	
R&D	\$ 2,202
Program Delivery	\$ 7,339
Alumni Tracking	\$ 5,668
Professional Services	\$ 6,054
Computer Services	\$ 3,670
Web Design	\$ 1,835
Dinner Event Consultant	\$ 4,403
Total Contract Services	\$ 31,171
Operations	
Facilities	\$ 18,297
Supplies	\$ 5,505
Printing	\$ 1,100
Postage & Delivery	\$ 550
Memberships	\$ 1,835
Telephone	\$ 4,587
Insurance	\$ 4,807
Fund Raising Event	\$ 17,615
Miscellaneous	\$ 2,752
Travel & Meetings	\$ 16,294
Public Relations/Advertising	\$ 918
ITEP Branding	\$ 3,670
Supporting Services	\$ 11,000
Total Operations	\$ 88,930
Total Expenses	\$ 400,000

EXHIBIT B

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

EXHIBIT C - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT D

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

EXHIBIT E

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.