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THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of the 1st day of January, 2011, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 4, 2011, by and between NEW HORIZONS COMPUTER LEARNING CENTERS, a California corporation, with offices located at 1900 S. State College Blvd., Suite 100, Anaheim, CA 92806, ("Provider") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for the Pacific Gateway Workforce Investment network.

1. Recitals. This Contract is made with reference to the following facts and objectives:

1.1 The City submitted an application ("Application") to the Employment Development Department (the "State") of the State of California, Employment Development Department, for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

1.2 The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement, which has been designated as No. K178665 the ("Prime Contract"); and

1.3 Provider desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services; and

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 1.4 City is willing to utilize Provider to provide advanced technology
2 systems training in computer technology occupations;

3 NOW, THEREFORE, in consideration of the terms and conditions
4 contained herein, it is mutually agreed by and between the parties hereto as follows:

5 **SECTION 1. DOCUMENT INCORPORATION.**

6 The following documents are attached hereto as exhibits and incorporated
7 herein and made a part hereof by this reference as if set forth in full herein:

8 A. The Prime Contract, Exhibit "A", and any extension or continuation
9 thereof or any grant agreement which is the successor thereto which authorizes
10 ongoing vocational training for adult and dislocated worker residents and the
11 documents incorporated therein and attachments thereto, including the
12 assurances and certifications made by the City to the State.

13 B. Provider's program description, statement of work to be performed,
14 Provider's operation plan for participants, program conditions and standards for
15 Provider's performance under this Contract (collectively, the "Scope of Work")
16 attached hereto as Exhibit "B".

17 Provider and City agree to be bound by all the terms, conditions and
18 provisions contained in the Prime Contract, the Application, and Statement of Work
19 (collectively, the "Contract Documents"). Provider hereby agrees to assume full
20 responsibility for the performance of the operation, coordination and administration of
21 such program pursuant to all the terms and conditions of Exhibits "A" and "B" to the
22 extent that said documents are applicable to the delivery of services by Provider
23 hereunder; and the parties hereto agree to perform all duties, obligations and tasks to be
24 performed by each party under the Contract Documents. In the event there is any
25 conflict between the provisions of this Contract and the provisions of the Prime Contract,
26 including the attachments thereto and the documents incorporated therein, as presently
27 worded as or amended in the future, the parties agree that the provisions of the Prime
28 Contract shall control.

1 Provider shall provide advanced information technology systems training in
2 computer technology occupations in accordance with the provisions of the Contract
3 Documents.

4 **SECTION 2. TERM.**

5 The term of this Contract ("Term") shall be deemed to have commenced as
6 of January 1, 2011 and unless sooner terminated pursuant to the provisions hereof, shall
7 terminate on December 31, 2011. Either of the parties hereto shall have the right to
8 terminate this Contract in its entirety at any time during the Term for any or no reason
9 whatsoever by giving fifteen (15) days prior written notice of termination to the other
10 party. City shall have the additional right to cancel any part of this Contract at any time
11 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
12 cancellation to the Provider.

13 Notwithstanding the foregoing, the City shall have the right to terminate and
14 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
15 Provider subjects the City to liability, legal obligations or program operation obligations
16 beyond the liability and obligations under the Contract Documents. If this Contract is
17 terminated prior to the expiration of the term, Provider shall be reimbursed for all eligible
18 program costs which have accrued but not been paid through the effective date of
19 termination. Provider agrees to accept such amount, plus all amounts previously paid, as
20 full payment and satisfaction of all obligations of City to Provider.

21 **SECTION 3. CONTRACT AMOUNT AND PAYMENT.**

22 The total amount which shall be payable by City to Provider for Provider's
23 services during the Term shall not exceed One Hundred and Fifty Thousand Dollars
24 (\$150,000.00).

25 The City shall, in due course, reimburse the Provider for the actual,
26 reasonable and necessary costs and expenses incurred by Provider in the performance
27 of this Contract which are authorized and approved and in accordance with and pursuant
28 to the Prime Contract, to the extent that such Prime Contract is applicable to the

1 Provider's performance hereunder. Such payments by the City shall be made only from
2 funds received by City under the Prime Contract and shall be payable only after the City
3 receives said funds with which to make such payments.

4 Disbursement of funds received from the State shall be under the direction
5 of the City Manager or his designee and shall be in accordance with the provisions of this
6 Contract and made pursuant to the Prime Contract and any additional procedures,
7 regulations and reporting requirements which are established by the City that do not
8 conflict with applicable procedures, regulations and reporting requirements of the State.

9 **SECTION 4. RECORDS.**

10 Records relating to the performance of this Contract shall be kept and
11 maintained by Provider in accordance with the manner and method prescribed by
12 applicable State regulations and guidelines and City requirements, will be current,
13 complete and available for purposes of inspection and audit during business hours as
14 deemed necessary upon request by representatives of federal, state and local agencies.

15 Provider shall provide access to all documents and materials related to this
16 Contract and shall provide any information that the City, or its designee, requires in order
17 to monitor and evaluate Provider's performance hereunder. All such records shall be
18 maintained and accessible for a period of seven (7) years from the expiration or earlier
19 termination of this Contract.

20 **SECTION 5. FINANCIAL REPORTS.**

21 Provider shall promptly distribute to the City Manager or his designee
22 copies of all correspondence including, but not limited to, financial, operational and
23 performance reports which Provider submits to or receives from the State. Provider shall
24 provide such other reports, documents or information as may be requested or required by
25 the City or the State within three (3) days of written request. Final payment to the
26 Provider under this Contract will be paid only after the City has determined that Provider
27 has satisfactorily completed said vocational training.

28 If the Provider is subject to the Single Audit Act (SAA), the Provider shall

1 include this Contract within the scope of the SAA audit. A copy of the SAA final audit
2 report shall be delivered by Provider to the City of Long Beach within thirty (30) calendar
3 days after its completion and, in any event, no later than six (6) months after the end of
4 the then-current fiscal year of Provider. In the event the Provider fails to comply with this
5 requirement, the Provider shall be liable for any costs incurred by City for a substitute
6 audit or review.

7 **SECTION 6. INDEPENDENT PROVIDER STATUS.**

8 It is distinctly understood that in the performance of this Contract, the
9 Provider shall at all times be considered a wholly independent Provider and that
10 Provider's obligations to and authority from the City are solely as are prescribed by this
11 Contract. Provider expressly warrants that it will not, at any time, hold itself out or in any
12 manner represent that Provider or any of its agents, volunteers, subscribers, members,
13 officers or employees are in any manner the officers, employees or agents of the City or
14 the Pacific Gateway Workforce Investment Board (PGWIB), an unincorporated non-profit
15 association. Provider shall not have any authority to bind the City or PGWIB at any time
16 or for any purpose. Provider nor any of Provider's officers, employees or agents shall
17 have any power or authority as agents or employees of the City or PGWIB and shall not
18 be entitled to any of the rights, privileges or benefits of the City or PGWIB employee.

19 **SECTION 7. ASSIGNMENT.**

20 Provider shall not delegate its duties or assign its rights hereunder, either in
21 whole or in part, without the prior written consent of the City.

22 **SECTION 8. INDEMNIFICATION AND HOLD HARMLESS.**

23 Provider expressly agrees to defend, protect, indemnify and hold PGWIB,
24 the City, their respective officers, employees and agents ("indemnified parties"), free and
25 harmless from and against any and all claims, damages, expenses, loss or liability of any
26 kind or nature whatsoever growing out of, or resulting from the acts or omissions of
27 Provider, its officers, agents or employees in the performance of this Contract. Provider
28 shall, at its own cost, expense and risk, defend all claims or legal actions that may be

1 instituted against either the indemnified parties and Provider shall pay any settlement
2 entered into or satisfy any judgment that may be rendered against either the indemnified
3 parties as a result of said acts or omissions of Provider, its officers, agents or employees
4 in the performance of this Contract.

5 **SECTION 9. INSURANCE.**

6 Concurrent with the execution of this Contract by Provider, as a condition
7 precedent to the effectiveness of this Contract, and in partial performance of the
8 obligations of indemnity assumed by Provider under Section 10 above, Provider shall
9 procure and maintain during the Term at Provider's expense.

10 A. Comprehensive General Liability in an amount not less than
11 Two Million Dollars (\$2,000,000) combined single limit for each
12 occurrence or Four Million Dollars (\$4,000,000) General Aggregate for
13 bodily injury, personal injury and property damage. The indemnified
14 parties shall be covered as additional insureds in respects to liability
15 arising out of activities performed by or on behalf of the Provider and
16 coverage shall be in a form acceptable to the Risk Manager of the City
17 ("Risk Manager").

18 B. Automobile Liability in an amount not less than Five Hundred
19 Thousand Dollars (\$500,000) combined single limit per accident for bodily
20 injury and property damage covering owned, non-owned and hired
21 vehicles.

22 C. Workers' Compensation as required by the Labor Code of
23 the State of California and Employers' Liability Insurance with limits of One
24 Million Dollars (\$1,000,000) per occurrence.

25 D. Accidental Medical, Death and Dismemberment Insurance
26 for all participants not entitled to workers' compensation benefits under the
27 provisions of Section 3700 of the Labor Code of the State of California,
28 unless this requirement has been waived in writing by the Risk Manager.

1 Said insurance shall have limits of not less than One Hundred Thousand
2 Dollars (\$100,000) Accident Medical and Twenty-Five Thousand Dollars
3 (\$25,000) Accidental Death and Dismemberment.

4 E. Blanket Honesty or Comprehensive Crime Bond in an
5 amount of fifty percent (50%) of sums payable under this Contract, or
6 Twenty-Five Thousand Dollars (\$25,000), whichever is higher, to
7 safeguard the proper handling of funds by those employee's agents or
8 representatives of the Provider who sign as the maker of checks or drafts
9 or in any manner authorize the disbursement or expenditure of said funds.

10 Each insurance policy shall be endorsed to provide that coverage shall not
11 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
12 prior written notice has been given to the City. All such insurance shall be primary and
13 not contributing to any other insurance or self-insurance maintained by the indemnified
14 parties.

15 The insurance required hereunder shall be placed with carriers admitted to
16 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
17 Best Company and may be subject to such self-insurance or deductible as may be
18 approved by the Risk Manager. Any subcontractors which Provider may use in the
19 performance of services under this Contract shall be required to maintain insurance in
20 accordance with the requirements of this section.

21 Provider shall furnish the City with certificates of insurance and with original
22 endorsements affecting coverage as required above. The certificates and endorsements
23 for each insurance policy shall be signed by a person authorized by that insurer to bind
24 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
25 extended reporting period of not less than one hundred eighty (180) days. No claims
26 made policies shall be acceptable to City unless the City Manager determines that no
27 occurrence policy is available in the market for the particular risk being insured. Any
28 modification or waiver of the insurance requirements contained in this contract shall only

1 be made with the written approval of the Risk Manager in accordance with established
2 City policy.

3 **SECTION 10. NON-DISCRIMINATION.**

4 In connection with performance of this Contract and as refined by
5 applicable federal laws, rules and regulations, Provider shall not discriminate in
6 employment or in the performance of this Contract on the basis of race, religion, national
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
8 disability.

9 It is the policy of City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises in
11 City's procurement process, and Provider agrees to use its best efforts to
12 carry out this policy in the award of all approved subcontracts to the fullest
13 extent consistent with the efficient performance of this Contract. Provider
14 may rely on written representations by subcontractors regarding their
15 status. Provider shall report to City in March and in September or, in the
16 case of short-term agreements, prior to invoicing for final payment, the
17 names of all sub-consultants engaged by Provider for this Project and
18 information on whether or not they are a Disadvantaged, Minority or
19 Women-Owned Business Enterprise, as defined in Section 8 of the Small
20 Business Act (15 U.S.C. Sec. 637).

21 **SECTION 11. NOTICES.**

22 All notices required or given pursuant to the provisions hereof may be
23 served either by: (1) enclosing the same in a sealed envelope addressed to the party
24 intended to receive the same at the address indicated herein and deposited postage
25 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
26 personal service. Such notices shall be effective on the date personal service is effected
27 or the date of the signature on the return receipt. For the purposes hereof, the address of
28 the City and the proper party to receive any such notices in its behalf is the City Manager,

1 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's
2 address for service of any such notices shall be NEW HORIZONS COMPUTER
3 LEARNING CENTERS, 1900 S. State College Blvd., Suite 100, Anaheim, California
4 92806, Attention Cindy Sutherland, Telephone (714) 221-3122, Fax. No. (714) 938-1900.

5 **SECTION 12. CONTRACT ADMINISTRATION.**

6 The City Manager, or designee, is authorized and directed, for and on
7 behalf of the City, to administer this Contract and all related matters, and any decision of
8 the City Manager, or his designee, in connection herewith shall be final.

9 **SECTION 13. ENTIRE AGREEMENT.**

10 This document fully expresses all understandings of the parties concerning
11 all matters covered and shall constitute the total Agreement. Except for the adjustments
12 of Exhibits "A" and "B" as provided in Section 4 hereof, no addition to or alteration of the
13 terms of this Contract whether by written or oral understanding of the parties, their
14 officers, agents or employees shall be valid unless made in writing and formally adopted
15 in the same manner as this Contract.

16 **SECTION 14. CAPTIONS AND ORGANIZATION.**

17 The various headings and numbers herein and the grouping of the
18 provisions of this Contract into separate Sections, paragraphs and clauses are for the
19 purpose of convenience only and shall not be considered a part hereof, and shall have no
20 effect on the construction or interpretation of any part of this contract.

21 **SECTION 15. TAX REPORTING.**

22 As required by federal and state law, City is obligated to and will report the
23 payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely
24 responsible for payment of all federal and state taxes resulting from payments under this
25 Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN),
26 or Contractor's Social Security Number if Contractor does not have an EIN, in writing to
27 City's Accounts Payable, Department of Financial Management. Contractor
28 acknowledges and agrees that City has no obligation to pay Contractor until Contractor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 provides one of these numbers.

2 **SECTION 16. AUTHORIZATION TO EXECUTE.**

3 Provider warrants and affirms to City that any and all persons signing this
4 Contract are authorized and empowered to so sign and that the execution of this Contract
5 by such person or persons does bind Provider to all terms, covenants and conditions of
6 this Contract.

7 IN WITNESS WHEREOF, the parties hereto have caused these presents to
8 be duly executed with all the formalities required by law on the respective dates set forth
9 opposite their signatures.

10 NEW HORIZONS COMPUTER LEARNING
11 CENTERS, a California corporation

12 Dated: 2-10, 2011

By [Signature]
13 Title VP of Career Development

14 Dated: 2-10, 2011

By [Signature]
15 Title CFO

16 "Provider"

18 CITY OF LONG BEACH, a municipal
19 corporation Assistant City Manager

20 Dated: 3.7, 2011

By [Signature]
21 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

22 "City"

23 The foregoing Contract is hereby approved as to form this 15th day of
March, 2011.

26 ROBERT E. SHANNON, City Attorney

By [Signature]
27 Deputy
28

EXHIBIT A

Dist WIA 1/21

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: K178665
MODIFICATION NO: 01
SUBGRANTEE CODE: LBC

SUBGRANTOR: State of California
Employment Development Dept
Workforce Services Division
P.O. Box: 826880, MIC 65
Sacramento, CA 95820-0001

SUBGRANTEE: CITY OF LONG BEACH
3447 ATLANTIC AVENUE
LONG BEACH, CA 90807

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I-A (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I-D (RAPID RESPONSE FOR RA&PGM)	Exhibit FF, pages 1 through 2
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(s):	PRIOR AMOUNT:	\$2,108,695.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE	\$3,904,612.00
	TOTAL	\$6,013,307.00

TERMS OF AGREEMENT: From 04/01/2010 to 06/30/2012	Terms of Exhibits are as designated on each exhibit
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PURPOSE: To incorporate and add WIA formula funding for PY 10-11 into grant codes 201, 202, 501, 502, 540 and 541.

<p>APPROVED FOR SUBGRANTOR (EDD) (By Signature)</p> <p style="text-align: center;"><i>Michael Evashenk</i></p> <p>Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION</p>	<p>APPROVED FOR SUBGRANTEE (By Signature)</p> <p>Unilateral modification. Subgrantee Signature not required</p> <p>Name and Title</p>
<p>I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Signature of EDD Accounting Officer</p>	<p>This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Signature of EDD Contract Officer</p>

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

EXHIBIT A
Page 1 of 1

SUBGRANTEE NAME CITY OF LONG BEACH

SUBGRANT NO. K178665
MODIFICATION NO. 01

= ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A WIA-ADULT				
96151 WIA TITLE I ADULT FORMULA (201) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$348,739.00	\$0.00	\$348,739.00
98281 WIA TITLE I ADULT FORMULA (202) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417258	\$0.00	\$1,660,438.00	\$0.00	\$1,660,438.00
TOTAL TITLE I-A	\$0.00	\$2,009,177.00	\$0.00	\$2,009,177.00
TITLE I-D WIA-DISLOCATED WORKERS				
96211 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$61,458.00	\$0.00	\$61,458.00
98421 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$184,375.00	\$0.00	\$184,375.00
96201 TITLE I DISLOCATED WORKER (501) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$451,249.00	\$0.00	\$451,249.00
98211 TITLE I DISLOCATED WORKER (502) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417278	\$0.00	\$1,198,353.00	\$0.00	\$1,198,353.00
TOTAL TITLE I-D	\$0.00	\$1,895,435.00	\$0.00	\$1,895,435.00
TITLE I-Y: YOUTH				
96101 WIA TITLE I YOUTH FORMULA (301) : 04/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
TOTAL TITLE I-Y	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
GRAND TOTAL:	\$2,108,695.00	\$3,904,612.00	\$0.00	\$6,013,307.00

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO. K178665
MODIFICATION NO. 01

EXHIBIT CC
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS 07/01/2010 TO 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 202 and available for expenditures from October 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO K17866F
MODIFICATION NO 01

EXHIBIT CC
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA TITLE I ADULT POR 2 202

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. The funds in grant code 202 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2012. First round funding is in grant code 201 and is available for expenditures from July 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (5/2000)

EXHIBIT COVER SHEET

SUBGRANT NO K178665
MODIFICATION NO 01

EXHIBIT FF
Page 1 OF 1

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA RAPID RESPONSE 540

TERM OF THESE FUNDS 07/01/2010 TO 06/30/2011

| Use of funds added by this modification is limited to this period and |
| additionally limited by the recapture provisions applicable to this |
| funding source. The state may at its discretion recapture funds obligated |
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 540 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2011. Second round funding is in grant code 541 and is available for expenditures from October 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

| This exhibit adds to and does not replace the terms and conditions of any other exhibit |
included in this agreement which terms and conditions remain in full force and effect

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO KL78665
MODIFICATION NO 01

EXHIBIT FF
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA RAPID RESPONSE #2 541

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2011

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 541 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2011. First round of funding is in grant code 540 and is available for expenditures from July 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. K178665
MODIFICATION NO. 01

EXHIBIT EE
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS 07/01/2010 TO: 06/30/2012

| Use of funds added by this modification is limited to this period and |
| additionally limited by the recapture provisions applicable to this |
| funding source. The state may at its discretion recapture funds obligated |
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 501 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 502 and is available for expenditures from October 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

| This exhibit adds to and does not replace the terms and conditions of any other exhibit |
included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. M178665
MODIFICATION NO. 01

EXHIBIT EE
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH
FUNDING SOURCE WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Program. The funds in grant code 502 consist of second round funding and are available for expenditure from October 1, 2010 through June 30, 2012. First round funding is in grant code 501 and is available for expenditure from July 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT B

EDUCATIONAL AGREEMENT

Name: **City of Long Beach
Pacific Gateway Workforce Investment Network**

Address: 3447 Atlantic Avenue
Long Beach, CA 90807

Contact Person: JP Elma, Community Development Specialist
Phone: (562) 570-4720
Fax: (562) 570-3657
E-mail: joelma@longbeach.gov

Agreement with:

Training School: NEW HORIZONS CLC OF SO CAL

Address: 1900 S STATE COLLEGE BLVD #100
ANAHEIM CA 9280

Contact Person: Lisa Ingroff
Phone: 714.221.3115
Fax:
Email: lingroff@nhsocal.com

This Agreement sets forth the roles and responsibilities of the parties named above in providing training to Customers served by the City of Long Beach Pacific Gateway Workforce Investment Network.

- A. **PARTIES:** The City of Long Beach Pacific Gateway Workforce Investment Network (Network), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide training to eligible Trainees enrolled with the trainer identified on page 1, hereinafter, known as the **Training Vendor**.
- B. **TIME FRAME OF PERFORMANCE:** The time period of this Agreement shall begin upon execution and continue until modified or terminated.
- C. **APPROVED PROGRAMS:** Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are listed in the State of California Eligible Training Provider List (ETPL). If the cost of training specified in ETPL is less than the amount listed in the Training Vendor catalog, the ETPL will prevail. Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by Bureau or other sponsoring Local Workforce Investment Areas.
- D. **CUSTOMER REFERRAL AND RECRUITMENT:** The Training Vendor understands that only trainees referred by the Network may be enrolled into approved training under this Agreement. The Bureau will forward an *Individual Training Account (ITA) Scholarship*, (see Exhibit A for sample), to Provider for each and all authorized Trainees.
4. **COST:**
- a. The total amount reimbursed to the Training Vendor, shall not exceed the amount as documented in the ETPL.
 - b. In no event shall the Network reimburse the Vendor in excess of actual expenditures for those services set forth herein. If training is not completed, the Training Vendor is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was actually provided in accordance to California Education Code Section 94318.5 (a) and the Maxine Waters School Reform and Student Protection Act Section 94870.
 - c. Reimbursement to the Training Vendor will be based on the provision of stated training services (as specified in the *ITA Scholarship -Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Training Vendor by the Network may be delayed or withdrawn.
 - d. The Training Vendor agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the *ITA Scholarship – Exhibit A*. The Provider understands that a violation of this provision may result in termination of this Agreement, at Network's discretion.
 - e. The Training Vendor agrees to seek and utilize other types of financial aid (i.e. Pell Grants) if applicable/available prior to use of Workforce Investment Act (WIA) funds. If applicable, the Training Vendor must provide the Network with written information concerning financial aid received by each trainee under this agreement within thirty days of receipt or by the "Completion" payment point specified in Item 9, below, whichever comes first. Acceptable documentation, to be submitted to the Network Employment Specialist, shall include a notice of award or denial for financial aid issued by the Training Vendor as a PELL/Other grant entity or completion of the *Financial Aid Eligibility Verification Form* (see Exhibit D). If acceptable documentation is not submitted within the timeframe specified, payment to the Training Vendor by the Network may be delayed or withdrawn. Upon receipt of a notice of award, a revised *ITA Scholarship* will be issued and specify an amended "Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be disbursed by the Training Vendor to the Trainee, if applicable.

- f. The Training Vendor agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Network or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Vendor also agrees to provide photocopies of above referenced records, upon request from the Bureau. The Training Vendor agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.
- g. This Agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

6. PERFORMANCE:

- a. The Network retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Vendor may be delayed or withdrawn.
- b. The Training Vendor agrees to provide daily attendance reports and progress reports on a regular basis (one every month, unless otherwise agreed upon) and any other pertinent student evaluation information per this Agreement. If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.
- c. The Training Vendor shall act in an independent capacity and not as officer, employee, or agent of the Network in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Vendor. The Training Vendor shall not contract or incur expenses in the name of the Network.
- d. The Training Vendor agrees, to the extent permitted by law, to defend, protect, indemnify and hold the Network, its officers, employees, and agents, free and harmless from and against any and all claims damages, expenses, loss or liability of any kind or nature whatsoever growing out of, or resulting from the alleged acts or omissions of Provider, its officers, agents or employees in the performance of this Agreement. Training Vendor shall at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the Training Vendor or the Network, and shall pay any settlement entered into or satisfy any judgment that may be rendered against either the Training Vendor or the Network.
- e. The Training Vendor shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Vendor agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).
- f. The Training Vendor shall personally perform all services herein and documented in the ETPL. Any attempt by the Training Vendor to delegate or subcontract its duties under this Agreement shall be void and allow the Network to immediately terminate this Agreement and withdraw payment(s).

7. PROVIDER ASSURANCES:

- a. The Training Vendor shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of the Network, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.
- b. The Training Vendor shall ensure that Trainee is provided with Provider's grievance procedures.
- c. If Trainee chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document reason for termination. The Training Vendor shall notify the Bureau in writing within two (2) business days of learning of the Trainee's decision.
- d. The Training Vendor may terminate/suspend Trainee on the same basis Training Vendor would terminate/suspend any other participant receiving educational services. The Training Vendor shall first advise the Network in writing, within five (5) business days, of the impending termination/suspension. The Training Vendor shall provide the Network an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Vendor shall conduct an exit interview with the Trainee to document reason for termination/suspension.
- e. The Training Vendor shall provide the Trainee with two cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.
- f. The Training Vendor shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
- g. The Training Vendor shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Training Vendor and Training Vendor shall defend and hold the Network harmless from any expense or liability arising from Training Vendor's non-compliance therewith.
- h. The Training Vendor shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
 - That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- i. The Training Vendor shall ensure compliance with the Network policy that prohibits retaliation or reprisal against an individual that:
 - Has filed a complaint;
 - Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
 - Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions; and
 - Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.
 - j. The Training shall permit access by the Network or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
 - k. The Training Vendor agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either the Network or the State.
 - l. The Training Vendor shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.
 - m. The Training Vendor shall ensure that training involving sectarian or political activities is prohibited.

8. TERMS

- a. The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. There are no oral understandings or agreements not incorporated herein. The Training Vendor may not commence training until such approval has been obtained.
- b. The Agreement may be terminated by either party upon ten (business) days written notice to the other.

9. INVOICING

- a. The Network shall reimburse the Training Vendor as per stipulations set forth in this Agreement.
- b. The Training Vendor shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) payments made to date, f) balance, g) a Provider billing contact name, h) Federal Tax Identification Number and i) specify Pay Point, e.g., 1 or 2, see below.
- c. Original invoices must be mailed for verification and review to: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, Attn: WIA Program Supervisor. **Please address all inquires regarding the status of pending invoices to the Network's WIA Program Supervisor, at (562) 570-3748.**

d. Payment for training shall be disbursed as follows:

<u>Pay Point #1</u> At the beginning of training (following completion of 100 hours of training)	40%
<u>Pay Point #2</u> At the completion of training	<u>60%</u>
	100%

Pay Points:

1. **At the Beginning of Training:** This pay point will have been earned and may be billed for by the Training Vendor when: all forms and agreements have been signed and participant is enrolled and started training classes. All invoices related to this pay point shall be submitted to the Network's WIA Program Supervisor no later than fifteen (15) (calendar) days from completing 100 hours of instruction.
2. **At Completion:** This pay point will have been earned and may be billed for by the Training Vendor when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Training Vendor's course curriculum and training schedule, and has attained the test score(s) or achievement level prescribed for completion, b) the Provider has submitted to the Network Employment Specialist, daily attendance records, progress reports, test scores (if applicable), a copy of a certificate(s) of completion, and the notice of award or denial for financial aid or the Financial Aid Eligibility Verification Form (Exhibit D) if not already submitted (if applicable). All invoices related to this pay point shall be submitted to the Network's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark.

10. STUDENT EVALUATIONS (PROGRESS REPORTS):

Network standardized Progress Reports, or Training Provider's Progress Reports with a minimum of information identified below shall be provided by the Provider at a minimum of one every month for the duration of training, at the completion of each module (as outlined in the training schedule) and at completion of training.

Minimum Progress Report Requirements:

Training Vendor Name
Vendor Address & Phone no.
Training Program
Trainee Name
Employment Specialist Name
Trainee Signature & Date

Instructor Name
Evaluation Period
Attendance
Training Performance (i.e., progress)\
Comments
Instructor Signature & Date

This Agreement has been executed, by and on behalf of the parties referenced below:



NEW HORIZONS CLC OF SO CAL

Training Vendor Name

Kevin M. Landry
Authorized Signature

Kevin M. Landry, President/CEO/Owner
Name/Title



Federal Tax Identification Number

3/15/09
Date

City of Long Beach Workforce Development Bureau

[Signature]
Authorized Representative Signature

Bryan S. Rogers, Workforce Development Manager
Name/Title

Date

EXHIBITS

- A. Individual Training Account (ITA) Scholarship**
- B. Trainee Evaluation (Progress Report)**
- C. Training Provider Placement Form**
- E. Financial Aid Eligibility Verification Form**

ITA SCHOLARSHIP NUMBER: _____

EXHIBIT A

**CITY OF LONG BEACH
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP**

DATE: _____ ACCOUNT/SCHOLARSHIP: Initial Modified

FUNDING SOURCE: Adult Dislocated Worker Grant Code:
 Other (specify) _____

TRAINEE NAME: _____ SSN: _____ CASE #: _____

EMPLOYMENT SPECIALIST: _____ PHONE#: _____

PROVIDER NAME: _____ STATE PROVIDER ID#: _____

ADDRESS: _____

PROGRAM NAME: _____ PROGRAM CODE: _____

START DATE: _____

COMPLETION DATE: _____

TRAINING SERVICES	TRAINING COST	VENDOR (IF DIFFERENT FROM PROVIDER)
Tuition (administration, registration, & class fees)		
Fees (memberships, room rentals, entrances, etc.)		
Expenses (books, materials, special transportation, parking passes, etc.)		
Other:		
Other:		
Other:		
Total Training Cost:		
PELL/Other Financial Assistance		
Other Education Related Costs (disburse to trainee)		
Total Obligation (City of Long Beach)		
Total Trainee Obligation		

COMMENTS: _____

RECOMMENDED BY: _____ Date _____

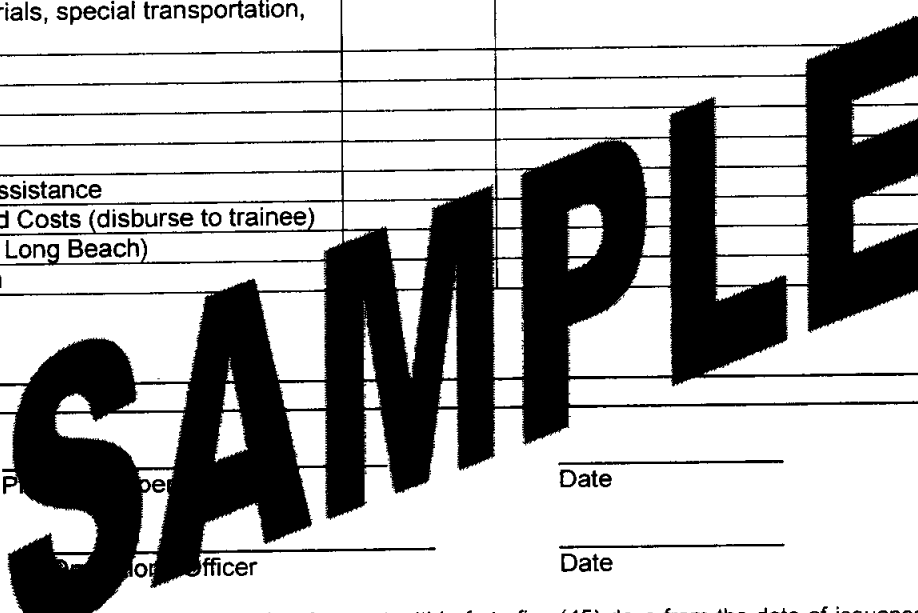
APPROVED BY: _____ Date _____

STATEMENT:

I understand that I must access this Individual Training Account within forty-five (45) days from the date of issuance and that certain exceptions may be permitted due to unexpected circumstances (i.e., program scheduling constraints) upon authorization from designated staff. In addition, I understand that in no case will this Individual Training Account carry a balance after the training program is either completed or terminated.

Trainee Signature

Date





TRAINING PROVIDER PLACEMENT FORM

Component: _____

Trainee Name: _____ SS#: _____

Provider Name / Placement Staff: _____

Telephone Number/Fax Number: _____

PLACEMENT INFORMATION:

Date Employed: _____

Employer Name: _____

Employment Address: _____

Employer Mailing Address
(If different from above): _____

Employer Contact: _____

Telephone Number/Fax Number: _____

Job Code/Job Title: _____

Job Description: _____

Hours Per Week: _____ Hourly Wage: _____

Receiving Fringe Benefits: Yes No Job Covered by UI: Yes No

Training Related Employment: Yes No Apprenticeship: Yes No

Non-Traditional Employment for Women: Yes No

Training Provider Signature/Date: _____

Employment Specialist Signature/Date: _____

Comments: _____



INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP
FINANCIAL AID ELIGIBILITY VERIFICATION

ITA Training Providers should provide the City of Long Beach Pacific Gateway Workforce Investment Network Trainees with information regarding financial assistance, along with the appropriate forms and/or application. If the Trainee qualifies for any type of Financial Aid awards, the awards are first applied towards the training cost BEFORE ITA funds are provided.

Trainee _____ SS# _____

Training Provider _____

A) Total Cost of Training Program _____
(including books, materials, supplies specifically required for the program as reflected on the Eligible Training Provider List)

B) Type (s) of Financial Aid to be received

PELL _____

Veteran's Benefits _____

SEOG _____

OTHER _____

C) Sum Total of (B) Financial Aid Received _____

D) Total Tuition Charged to (ITA) _____
(SUBTRACT LINE C FROM LINE A)

Bureau Trainee Signature Date

Training Provider Financial Aid Officer Date