



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 dislocated workers and adults located in the greater Long Beach area.

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

4 **SECTION 1. DOCUMENT INCORPORATION.**

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

7 A. The Prime Contract, Exhibit "A", and any extension or continuation  
8 thereof or any grant agreement which is the successor thereto which authorizes a  
9 training and employment program for economically disadvantaged, unemployed and  
10 underemployed persons, and the documents incorporated therein and attachments  
11 thereto, including the assurances and certifications made by the City to the State.

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

16 C. The Fee Schedule ("Budget") for the training and employment  
17 activities to be provided by Contractor (the "Services") attached hereto as Exhibit  
18 "C".

19 Contractor and City agree to be bound by all the terms, conditions and  
20 provisions contained in the Prime Contract, the Application the Statement of Work and  
21 Budget (collectively, the "Contract Documents"). Contractor hereby agrees to assume full  
22 responsibility for the performance of the operation, coordination and administration of such  
23 program pursuant to all the terms and conditions of Exhibits "B" and "C" to the extent that  
24 said documents are applicable to the delivery of services by Contractor hereunder; and the  
25 parties hereto agree to perform all duties, obligations and tasks to be performed by each  
26 party under the Contract Documents. In the event there is any conflict between the

1 amended in the future, the parties agree that the provisions of the Prime Contract shall  
2 control.

3 Contractor shall conduct training and employment activities in accordance  
4 with the provisions of the Contract Documents.

5 **SECTION 2. TERM.**

6 The term of this Contract ("Term") shall be deemed to have commenced as  
7 of June 1, 2006, and unless sooner terminated pursuant to the provisions hereof, shall  
8 terminate at midnight on May 31, 2007. Either of the parties hereto shall have the right to  
9 terminate this Contract in its entirety at any time during the Term for any or no reason  
10 whatsoever by giving 15 days prior written notice of termination to the other party. City  
11 shall have the additional right to cancel any part of this Contract at any time during the  
12 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
13 Contractor.

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

22 **SECTION 3. PERFORMANCE REVIEW.**

23 After each quarter during the Term, the City will conduct a review of  
24 Contractor's performance by comparing the Contractor's planned performance and  
25 contract earning levels with the actual performance and contract earning levels achieved  
26 by Contractor. If the Contractor is ten percent (10%) below planned performance and  
27 contract earning levels at the end of the any quarter, the Contractor may be required to  
28 implement a corrective action plan. Any such corrective action plan shall be subject to

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1 review and approval by the City.

2 Underperformance at the end of the second quarter or any quarter thereafter,  
3 shall permit the City to unilaterally cancel this Contract or, in the alternative and at the sole  
4 discretion of the City, deobligate funds from this Contract up to the amount of the  
5 underexpenditures.

6 **SECTION 4. CONTRACT AMOUNT AND PAYMENT.**

7 The total amount which shall be payable by City to Contractor for Contractor's  
8 services during the Term shall not exceed One Hundred Fifty Thousand Dollars  
9 (\$150,000.00).

10 The City shall, in due course, reimburse the Contractor for the actual,  
11 reasonable and necessary costs and expenses incurred by Contractor in the performance  
12 of this Contract which are authorized and approved by Exhibit "C" and are in accordance  
13 with and pursuant to the Prime Contract, to the extent that such Prime Contract is  
14 applicable to the Contractor's performance hereunder. Such payments by the City shall  
15 be made only from funds received by City under the Prime Contract and shall be payable  
16 only after the City receives said funds with which to make such payments.

17 City may make advance payments to the Contractor as only to the extent  
18 such payments are authorized and permitted by the State. Such advance payments shall  
19 only be made from funds which are received by the City from the State under the Prime

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1 Manager”) or his designee make adjustments within and among the categories of  
2 expenditures in the Budget, and modify the performance to be rendered hereunder as  
3 provided in Exhibit "B" ; provided, however, that any such adjustment in expenditures shall  
4 not result in an increase in the amount of the Budget. The agent or representative of  
5 Contractor who signs as the maker of checks or drafts or in any manner authorizes the  
6 disbursement of said funds or expenditure of same shall be covered by a blanket fidelity  
7 or comprehensive crime bond regarding the handling of said funds in an amount set out  
8 in Section 11, paragraph E of this Contract.

9 Contractor shall not charge nor receive compensation under this Contract for  
10 any services or expenses unless said services or expenses are directly and exclusively  
11 related to the purposes of this Contract, and provided that payment is not also received by  
12 Contractor from some other source for said services or expenses.

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

18 All payments to Contractor by the City, including advance payments will be  
19 based upon invoices and the necessary supporting documents which the State and the  
20 City may require Contractor to submit. The expenditure of all funds shall be accounted for  
21 promptly, and Contractor shall keep separate detailed accounts for each expenditure for  
22 each component part of this project.

23 Public or private non-profit contractor revenues in excess of costs are to be  
24 treated as program income or profits in accordance with the City of Long Beach Program  
25 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as amended, and will be used to  
26 further program objectives unless the Governor of the State of California requires that such  
27 income be turned over to the State.

28 **SECTION 5. RECORDS.**

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

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

I. ALLOCATION

PUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
96156 WIA TITLE I ADULT FORMULA (201) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$425,854.00	\$0.00	\$425,854.00
98286 WIA TITLE I ADULT FORMULA (202) : 10/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$1,642,355.00	\$0.00	\$1,642,355.00
TOTAL TITLE I-A	\$0.00	\$2,068,209.00	\$0.00	\$2,068,209.00
TITLE I-D: WIA-DISLOCATED WORKERS				
96206 TITLE I DISLOCATED WORKER (501) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$538,850.00	\$0.00	\$538,850.00
98216 TITLE I DISLOCATED WORKER (502) : 10/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$1,323,466.00	\$0.00	\$1,323,466.00
TOTAL TITLE I-D	\$0.00	\$1,862,316.00	\$0.00	\$1,862,316.00
TITLE I-Y: YOUTH				
96106 WIA TITLE I YOUTH FORMULA (301) : 04/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$557,458.00	\$0.00	\$0.00	\$557,458.00
96106 WIA TITLE I YOUTH FORMULA (302) : 07/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$1,672,378.00	\$0.00	\$1,672,378.00
TOTAL TITLE I-Y	\$557,458.00	\$1,672,378.00	\$0.00	\$2,229,836.00

1 requirement, the Contractor shall be liable for any costs incurred by City for a substitute  
2 audit or review.

3 **SECTION 7. ACCOUNTING PROCEDURES.**

4 On a monthly basis, commencing on the last day of month next succeeding  
5 the Effective Date of this Contract, the Contractor will submit an invoice with supporting  
6 documentation for payment based upon the cost categories in Attachment "B." These  
7 invoices will be due within ten (10) working days after the end of each month Contractor  
8 shall complete the monthly payment requests in the format required by the City.

9 The Contractor will establish separate account numbers within its accounting  
10 system to account for the expenditures and revenues of this Contract. The Contractor's  
11 accounting system will be in compliance with all applicable procedures and Federal and  
12 State authorities having jurisdiction over this Contract, and shall be consistent with the  
13 fiscal and accounting procedures set forth herein. Without limiting the generality of the  
14 foregoing, the Contractor shall adhere to the following fiscal and accounting procedures:

- 15 A. Maintain a bank account and perform monthly bank reconciliations.
- 16 1. Deposit all receipts in the bank account promptly and intact.  
17 (Do not pay any expense directly out of cash receipts).
- 18 2. Maintain bank validated copies for every deposit slip in  
19 chronological order. Each deposit slip should include sufficient detail to  
20 explain the source of the funds being deposited. (This may be done by  
21 recording the details on the deposit slip or by attaching supporting  
22 documentation which may have been received with the receipts.)
- 23 3. Disburse all funds by check, preferably signed by two  
24 employees, neither of whom is the bookkeeper or the accounting clerk.
- 25 B. Designate specific employees to perform each of the following  
26 functions:
- 27 1. Receipt for goods and services provided to Contractor.  
28 2. Approve the purchase of goods and services for Contractor.

1

3. Approve employee time sheets.

2

4. Each above function shall be designated to a different

and reported under grant code 301.

| 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)



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1 G. Contractor must adhere to all audit requirements as outlined in OMB  
2 Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29  
3 CFR 95.26 as applicable.

4 All invoices and billings will be considered final and must be submitted  
5 within 45 calendar days from the end of the Term. Resolution of disputed matters must  
6 be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole  
7 discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

8 **SECTION 8. INDEPENDENT CONTRACTOR STATUS.**

9 It is distinctly understood that in the performance of this Contract, the  
10 Contractor shall at all times be considered a wholly independent contractor and that  
11 Contractor's obligations to and authority from the City are solely as are prescribed by this  
12 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any  
13 manner represent that Contractor or any of its agents, volunteers, subscribers, members,  
14 officers or employees are in any manner the officers, employees or agents of the City or  
15 the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated  
16 non-profit association. Contractor shall not have any authority to bind the City or GLBWDB  
17 at any time or for any purpose. Contractor or any of Contractor's officers, employees or  
18 agents shall not have any power or authority as agents or employees of the City or  
19 GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or  
20 GLBWDB employee.

21 **SECTION 9. ASSIGNMENT.**

22 Contractor shall not delegate its duties or assign its rights hereunder, either  
23 in whole or in part, without the prior written consent of the City.

24 **SECTION 10. INDEMNIFICATION AND HOLD HARMLESS.**

25 Contractor expressly agrees to defend, protect, indemnify and hold  
26 GLBWDB, the City, their respective officers, employees and agents ("indemnified parties"),  
27 free and harmless from and against any and all claims, damages, expenses, loss or liability  
28 of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of

- 1 Contractor, its officers, agents or employees in the performance of this Contract.
- 2 Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that
- 3 may be instituted against either the indemnified parties and Contractor shall pay any

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

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

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

13 The insurance required hereunder shall be placed with carriers admitted to  
14 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best  
15 Company and may be subject to such self-insurance or deductible as may be approved  
16 by the Risk Manager. Any subcontractors which Contractor may use in the performance  
17 of services under this Contract shall be required to maintain insurance in accordance with  
18 the requirements of this Section 11.

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

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1 Contractor shall comply with Government Code Sections 8350 et seq. and 29  
2 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
3 limited to, the following:

4 A. Publishing a statement notifying employees that unlawful manufacture,  
5 distribution, dispensation, possession, or use of a controlled substance is prohibited  
6 and specifying actions to be taken against employees for violations, as required by  
7 Government Code Section 8355(a).

8 B. Establishing a Drug-Free Awareness Program as required by  
9 Government Code Section 8355(b), to inform employees about all of the following:

- 10 1. The dangers of drug abuse in the workplace,
- 11 2. The person's or organization's policy of maintaining a drug-free  
12 workplace,
- 13 3. Any available counseling, rehabilitation and employee  
14 assistance programs, and
- 15 4. Penalties that may be imposed upon employees for drug abuse  
16 violations.

17 C. Ensuring that every employee who provides services under this  
18 Contract:

- 19 1. Will receive a copy of Contractor's drug-free policy statement,  
20 and
- 21 2. Will agree to abide by the terms of Contractor's statement as  
22 a condition of employment on this Contract:

23 Payments due Contractor may be subject to suspension or termination for  
24 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29  
25 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in  
26 Government Code Section 8357, the City shall not be required to ensure that Contractor  
27 provides a drug-free workplace.

28 **SECTION 13. NON-DISCRIMINATION.**

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1 In connection with performance of this Contract and as refined by applicable  
2 federal laws, rules and regulations, Contractor shall not discriminate in employment or in  
3 the performance of this Contract on the basis of race, religion, national origin, color, age,  
4 sex, sexual orientation, AIDS, HIV status, handicap, or disability.

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

15 **SECTION 14. CONFIDENTIALITY.**

16 Contractor shall keep confidential all financial, operations and performance  
17 records relating to its performance of this Contract ("Data") and shall not disclose the Data  
18 or use the Data directly or indirectly other than in the course of services provided  
19 hereunder. The obligation of confidentiality shall continue following expiration or earlier  
20 termination of this Contract. In addition, Contractor shall keep confidential all information,  
21 whether written, oral, or visual, obtained by any means whatsoever in the course of  
22 Contractor's performance hereunder for the same period of time. Contractor shall not

1 product may be retained by Contractor for its own records.

2 **SECTION 15. BREACH OF CONFIDENTIALITY.**

3 Contractor shall not be liable for a breach of confidentiality with respect to  
4 Data that:

5 (a) Contractor demonstrates Contractor knew prior to the time City  
6 disclosed it; or

7 (b) Is or becomes publicly available without breach of this Contract by  
8 Contractor; or

9 (c) A third party who has a right to disclose such information does so to  
10 Contractor without restrictions on further disclosure; or

11 (d) Must be disclosed pursuant to subpoena, court order, state or federal  
12 WIA rules and regulations, federal Department of Labor rules and regulations, or the  
13 rules and regulations of any other governmental agency having jurisdiction over  
14 WIA administration.

15 **SECTION 16. NOTICES.**

16 All notices required or given pursuant to the provisions hereof may be served  
17 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to  
18 receive the same at the address indicated herein and deposited postage prepaid, in the  
19 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.  
20 Such notices shall be effective on the date personal service is effected or the date of the  
21 signature on the return receipt. For the purposes hereof, the address of the City and the  
22 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
23 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
24 service of any such notices shall be Camino Real Career School, 13674 East Valley  
25 Boulevard, La Puente, California 91746, Attention Julie Chin, Telephone (626) 968-9135,  
26 Fax. No. (626) 968-9254.

27 **SECTION 17. CONTRACT ADMINISTRATION.**

28 The City Manager, or designee, is authorized and directed, for and on behalf

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1 of the City, to administer this Contract and all related matters, and any decision of the City  
2 Manager, or his designee, in connection herewith shall be final.

3 **SECTION 18. CORPORATE STATUS.**

4 If the Contractor is a corporation, Contractor shall, as a condition precedent  
5 to the effectiveness of this Contract, submit to City proof of good standing of the corporate  
6 status.

7 **SECTION 19. ENTIRE AGREEMENT.**

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

14 **SECTION 20. CAPTIONS AND ORGANIZATION.**

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

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CAMINO REAL CAREER SCHOOL, a California corporation

Dated: 07/17/06, 2006

By Julie Chin

Title Finance Director

Dated: 07/17/06, 2006

By David Chin

Title Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: Aug 9, 2006

By Marcus Miller  
City Manager

"City"

The foregoing Contract is hereby approved as to form this 31<sup>st</sup> day of July, 2006.

ROBERT E. SHANNON, City Attorney

By Charles Parkin  
Deputy

JCP:abc 06/26/06 #06-03139  
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Cleared - KS  
CSG  
WIA  
7-21-05

# ADMINISTRATOR COPY

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: R692480  
MODIFICATION NO: 01

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Investment Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

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

GOVERNMENTAL ENTITY: YES

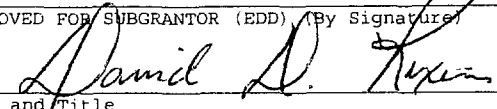
This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have 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-Y (WIA TITLE I YOUTH FORMULA)	Exhibit DD, pages 1 through 1
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

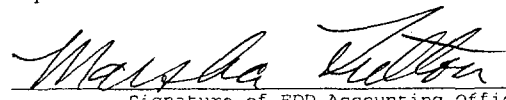
ALLOCATION(s):	PRIOR AMOUNT: \$557,458.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$5,602,903.00
	TOTAL: \$6,160,361.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2005 to 06/30/2007	

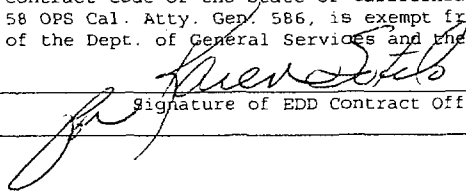
PURPOSE: To incorporate and add WIA Youth, Adult and Dislocated Worker Formula funding into this PY 2005/2006 subgrant agreement.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) 	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required.
Name and Title BILL BURKE ASSISTANT DEPUTY DIRECTOR WORKFORCE DEVELOPMENT BRANCH	Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

  
Signature of EDD Accounting Officer

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:

  
Signature of EDD Contract Officer

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTER NAME: CITY OF LONG BEACH

SUBGRANT NO: R692480

EXHIBIT COVER SHEET

SUBGRANT NO: R692480  
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: 07/01/2005 TO: 06/30/2007

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 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 202 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 202 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Adult funding streams are available or 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: R692480  
MODIFICATION NO: 01

EXHIBIT CC  
Page 2 OF 2

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

TERM OF THESE FUNDS: 10/01/2005 TO: 06/30/2007

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 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 202 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 202 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Adult funding streams are available or 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: R692480  
MODIFICATION NO: 01

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I YOUTH FORM 2 302

TERM OF THESE FUNDS: 07/01/2005 TO: 06/30/2007

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

The purpose of this action is to incorporate and add the remaining balance of your Workforce Investment Act (WIA) Youth Formula funds for Program Year 2005/2005. Since these youth funds carry a different effective date than the first portion of your youth allocation, a new grant code was needed. This funding will be encumbered into grant code

\_\_\_\_\_  
Trainee Signature

\_\_\_\_\_  
Date

cc: Fiscal Unit  
Quality Assurance Unit  
Trainee File

Revised: 9/04

ATTACHMENT **B**  
PAGE 9 OF 10 PAGES

P.L.  
D.L.

EXHIBIT COVER SHEET

SUBGRANT NO: R692480  
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: 07/01/2005 TO: 06/30/2007

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| 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 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. Grant Code 501 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 502 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 502 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

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| 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: R692480  
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: 10/01/2005 TO: 06/30/2007

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| 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 2005/2006 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. Grant Code 501 - 1st round funding will be available for expenditures as of July 1, 2005 through June 30, 2007 and Grant Code 502 - 2nd round funding will become available for expenditures as of October 1, 2005 through June 30, 2007. However, though expenditures for Grant Code 502 can be incurred as of October 1, 2005, funds will not be available until the formal Notice of Obligation (NOO) is received from the Department of Labor. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

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| 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**

**Scope of Work**

**Vocational Training  
Fee for Services**

**CONTRACTOR:** Camino Real Busing, Trucking, and Forklift School  
13674 East Valley Boulevard  
La Puente, CA 91746

**CONTRACT PERIOD:** June 1, 2006– May 31, 2007

**I. STATEMENT OF WORK:**

In accordance with this Contract, the City of Long Beach Workforce Development Bureau (Bureau), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services to eligible trainees enrolled in training at the Camino Real Busing, Trucking, and Forklift School, hereinafter known as the Provider.

**II. 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 the ETPL is less than the amount listed in the Provider 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 the Bureau or other sponsoring Local Workforce Investment Area.

**III. CUSTOMER REFERRAL AND RECRUITMENT**

The Provider understands that only trainees referred by the Bureau may be enrolled into approved training under this Agreement. The Bureau shall forward a Letter of Authorization to Provider for each and all authorized Trainees.

**IV. COST**

The total amount reimbursed to the Provider, shall not exceed the amount as documented in the ETPL. The Provider shall not exceed \$200,000 of Workforce Investment Act (WIA) funds during the duration of this Agreement.



In no event shall the Bureau reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Provider 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.

Reimbursement to the Provider will be based on the provision of stated training services (as specified in the *ITA Scholarship* 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 Provider by the Bureau may be delayed or withdrawn.

The Provider 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 an "Total Trainee Obligation" in the *ITA Scholarship*. The Provider understands that a violation of this provision may result in termination of the Agreement, at Bureau's discretion.

The Provider agrees to seek and utilize other types of financial aid (i.e., Pell Grants) if applicable/available prior to use of Workforce Investment Act funds. If applicable, the Provider must provide the Bureau 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, whichever comes first. Acceptable documentation, to be submitted to the Employment Specialist, shall include a notice of award or denial for financial aid issued by the Provider as a PELL/Other grant entity or completion of the *Financial Aid Eligibility Verification Form*. If acceptable documentation is not submitted within the timeframe specified, payment to the Provider by the Bureau 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 distributed by the Provider to the Trainee, if applicable.

The Provider 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 seven (7) 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, Bureau or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies of the above referenced records, upon request from the Bureau. The Provider agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

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.

## V. PERFORMANCE

The Bureau 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 Provider may be delayed or withdrawn.

The Provider 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.

The Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient

sole responsibility of Provider and Provider shall defend and hold the Bureau harmless from any expense or liability arising from Provider's non-compliance herein.

The Provider 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 State or participate in any WIA Title 1 financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis 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.

The Provider shall ensure compliance with the Bureau 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 and investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions, and

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 Provider may not commence training until such approval has been obtained.

The Agreement may be terminated by either party upon ten (10) business days written notice to the other.

**VIII. INVOICING**

The Provider shall submit invoices for payment for each student enrolled. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) a Provider billing contact name, and f) Federal Tax Identification Number.

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 inquiries, regarding the status of pending invoices to the Bureau's WIA Program Supervisor, at (562) 570-3748.

Payment for training shall be disbursed as follows:

At Attainment of Initial Training Objectives	40%
At Completion	40%
At Placement	<u>20%</u>
	100%

**At Attainment of Initial Training Objective(s):** This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has participated a minimum of 100 hours in training and has attained learning objectives as outlined in the course curriculum and training schedule, and (b) The Provider has submitted to the Bureau Employment Specialist verification of enrollment, daily attendance records, progress reports, test scores (if applicable) and copies of certificates (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) (calendar) days from the completed benchmark.

**At Completion:** This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined the Provider'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 Bureau 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 (Attachment F) if not already submitted (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark

**At Placement:** This pay point will have been earned and may be billed for by the Provider when the Trainee has been placed in a full-time (minimum 32 hours weekly) permanent training-related position by the Provider within 90 days of completion of training, and after 30 days of employment retention. If the Trainee is not placed in a full-time permanent training related position by the Provider within 90 days of completion of training, and retained after 30 days, this pay point may be earned and billed for by the Provider by submitting documentation of job placement/retention efforts.

P.L.  
D.L.

All placements made by Provider will be reviewed by Bureau staff for verification of job placement by Provider, and 30-day employment retention. The Provider shall provide, along with the final invoice, a completed Bureau Placement Form (Attachment E) when requesting payment of placement/retention. All required invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) (calendar) days from the completed benchmark.

**IX. STUDENT EVALUATIONS (PROGRESS REPORTS)**

Bureau standardized Progress Reports, or Providers 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: | ✓ | Instructor Name   |
| ✓ | Provider Name                         | ✓ | Evaluation period   |
| ✓ | Provider Address and Phone #          | ✓ | Attendance  |
| ✓ | Training Program                      | ✓ | Training Performance (i.e., is the trainee progressing on schedule) |
| ✓ | Trainee Name                          | ✓ | Comments  |
| ✓ | Employment Specialist Name            | ✓ | Trainee Signature and Date  |
|   |                                       | ✓ | Instructor Signature and Date                                       |

**X. RECORD MANAGEMENT AND TIMELINES:**

- A. Contractor will provide all assessment results to the appropriate referring agency or case manager within five working days of assessment completion.
- B. All records shall be made available to the City for inspection on an as-needed basis.
- C. Contractor will be responsible for the accuracy and completeness of all testing and for the security of all related documents and data.

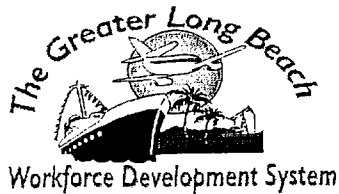
**VI. CONTINUATION OF CONTRACT:**

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of WIA funds from the State of California.

**VII. CONTRACT MODIFICATION:**

Contractor agrees to the following procedures for modification of this contract:

- A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the City.
- B. The Workforce Investment Area may initiate a modification at anytime during the contractual term with written concurrence from the Provider.
- C. Any changes made in Attachment "C" Fee Schedule must be approved by the City and be processed either through a Letter of Modification or an Amendment.



## 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

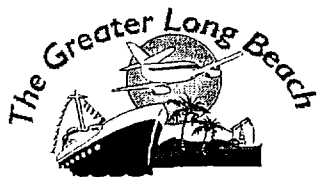
.....  
Training Provider Signature/Date: \_\_\_\_\_

Employment Specialist Signature/Date: \_\_\_\_\_

Comments: \_\_\_\_\_

ATTACHMENT <b>B</b>
PAGE <u>3</u> OF <u>10</u> PAGES

P.L.  
D.C.



The Greater Long Beach  
Workforce Development System

## WORKFORCE INVESTMENT ACT (WIA)

### TRAINEE EVALUATION (PROGRESS REPORT)

The following trainee evaluation information must be provided by the Training Provider to the Career Transition Center for the Workforce Investment Act (WIA) Trainee indicated below, per the Educational Agreement signed by The Greater Long Beach Workforce Development System and Training Provider. This standardized form must be used and must not be altered in any way. Please photocopy a blank copy of this document as many times as needed, complete, and then send to the Employment Specialist named below at: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807.

PROVIDER NAME: \_\_\_\_\_ TRAINEE NAME \_\_\_\_\_

PROVIDER ADDRESS: \_\_\_\_\_ TRAINEE'S SOCIAL SECURITY NUMBER: \_\_\_\_\_

\_\_\_\_\_ EMPLOYMENT SPECIALIST NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

INSTRUCTOR NAME: \_\_\_\_\_ DATE OF EVALUATION: \_\_\_\_\_

PROGRAM TITLE:						
TOTAL HOURS OF INSTRUCTION:			TOTAL WEEKS OF TRAINING:			
MODULES	DATE		TOTAL HOURS	ATTENDANCE		GRADE
	TO	FROM		ABSENT	TARDY	

Work Habits (Effort, Ability and Attitude):     Outstanding     Very Good     Good     Need Improvement

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Both parties agree to having reviewed this report and are in agreement with the information documented herein.

Trainee Signature \_\_\_\_\_ Date \_\_\_\_\_

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENT

PAGE 8 OF 10 PAGES

ITA SCHOLARSHIP NUMBER:

CITY OF LONG BEACH  
WORKFORCE DEVELOPMENT BUREAU  
INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP

DATE: ACCOUNT/SCHOLARSHIP:  Initial  Modified

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

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 (administrative, registration, and 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: \_\_\_\_\_  
Program Supervisor

\_\_\_\_\_ Date

APPROVED BY: \_\_\_\_\_  
Operations Officer

\_\_\_\_\_ 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

cc: Fiscal Unit  
Quality Assurance Unit  
Trainee File

Revised: 9/04

ATTACHMENT **B**  
PAGE 9 OF 10 PAGES *P.L. D.L.*





INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP  
FINANCIAL AID ELIGIBILITY VERIFICATION

ITA Training Providers should provide the City of Long Beach Workforce Development Bureau (Bureau) 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

6/04

**EXHIBIT C**

**CAMINO REAL BUSING, TRUCKING, AND FORKLIFT SCHOOL**

**Contact Information:**

**Name:** Julie Chin, Finance Director  
**Address:** 13674 East Valley Blvd., La Puente, CA 91746  
**Phone:** 626-968-9135 **Fax:** 626-968-9254  
**Email:** www.crschool.com

**FEE FOR TRAINING SERVICE**

<b>COURSES OFFERED</b>	<b>TRAINING TIME</b>	<b>COST</b>
Professional Class A & B Course	240 hours/10 weeks	\$4,295
Class A Tractor-Trailer Course	180 hours/8 weeks	\$3,700
Class B Bus Course	160 hours/5-6 weeks	\$3,100
Sit Down & Stand Up Forklift Training	By appointment only	\$10.00 Sit down \$25.00 Stand up
TSA fee (fingerprinting & background check) to add Hazmat endorsement on the license		\$94.00
Total amount of contract shall not exceed:		\$150,000