

Robert E. Shannon  
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333 West Ocean Boulevard  
Long Beach, California 90802-4664  
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CONTRACT

**29919**

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of the 1st day of July, 2006, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 1, 2006, by and between CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, a California Non-profit public corporation, with offices located at 1200 Bellflower Boulevard, Long Beach, California 90840, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City").

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 therefor under Workforce Investment Act Master Subgrant Agreement, which has been designated as No. R692480 the ("Prime Contract"); and

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

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1           1.4 City is willing to utilize Contractor to provide contract services to  
2 support WIA funded program services. Services include, but are not limited to, case  
3 management, job search preparation, skills remediation, vocational training,  
4 vocational assessment and supportive services.

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

7           **SECTION 1. DOCUMENT INCORPORATION.**

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

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

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

19           C. The Fee Schedule ("Budget") for the case management services to  
20 be provided by Contractor (the "Services") attached hereto as Exhibit "C".

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

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1 provisions of this Contract and the provisions of the Prime Contract, including the  
2 attachments thereto and the documents incorporated therein, as presently worded as or  
3 amended in the future, the parties agree that the provisions of the Prime Contract shall  
4 control.

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

7 **SECTION 2. TERM.**

8 The term of this Contract ("Term") shall be deemed to have commenced as  
9 of July 1, 2006, and unless sooner terminated pursuant to the provisions hereof, shall  
10 terminate at midnight on June 30, 2007. Either of the parties hereto shall have the right  
11 to terminate this Contract in its entirety at any time during the Term for any or no reason  
12 whatsoever by giving 15 days prior written notice of termination to the other party. City  
13 shall have the additional right to cancel any part of this Contract at any time during the  
14 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
15 Contractor.

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

24 **SECTION 3. PERFORMANCE REVIEW.**

25 After each quarter during the Term, the City will conduct a review of  
26 Contractor's performance by comparing the Contractor's planned performance and  
27 contract earning levels with the actual performance and contract earning levels achieved  
28 by Contractor. If the Contractor is ten percent (10%) below planned performance and

1 contract earning levels at the end of the any quarter, the Contractor may be required to  
2 implement a corrective action plan. Any such corrective action plan shall be subject to  
3 review and approval by the City.

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

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

9 The total amount which shall be payable by City to Contractor for Contractor's  
10 services during the Term shall not exceed Four Hundred Forty Six Thousand Four Hundred  
11 Dollars (\$446,400.00).

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

19 City may make advance payments to the Contractor as only to the extent  
20 such payments are authorized and permitted by the State. Such advance payments shall  
21 only be made from funds which are received by the City from the State under the Prime  
22 Contract for such disbursement to the Contractor and such payments shall be made in  
23 accordance with said Prime Contract and pursuant to Exhibit "C". In no event shall the  
24 total of such advance payments exceed an amount equal to the average budgeted  
25 expenses for one (1) month as set forth in Exhibit "C". Contractor will maintain a separate  
26 account number within its accounting system for funds received hereunder as advance  
27 payments.

28 Payment to the Contractor shall be limited to the amounts specified in Exhibit

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

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

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

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

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

1 income be turned over to the State.

2 **SECTION 5. RECORDS.**

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

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

13 **SECTION 6. FINANCIAL REPORTS.**

14 Contractor shall promptly distribute to the City Manager or his designee  
15 copies of all correspondence including, but not limited to, financial, operational and  
16 performance reports which Contractor submits to or receives from the State. Contractor  
17 shall provide such other reports, documents or information as may be requested or  
18 required by the City or the State within three (3) days of written request. Upon expiration  
19 or earlier termination of this Contract, and within the time and in the manner prescribed by  
20 the City the Contractor shall perform all necessary close-out procedures required by the  
21 State and the City, including preparation of close-out reports and transmittal to the City of  
22 all documents in the possession of Contractor which relate to the conduct of the program,  
23 within the time and in the manner prescribed by the City. Final payment to the Contractor  
24 under this Contract will be paid only after the City has determined that Contractor has  
25 satisfactorily completed said close-out procedures.

26 If the Contractor is subject to the Single Audit Act (SAA), the Contractor shall  
27 include this Contract within the scope of the SAA audit. A copy of the SAA final audit  
28 report shall be delivered by Contractor to the City of Long Beach within thirty (30) calendar

1 days after its and, in any event, no later than six (6) months after the end of the then-  
2 current fiscal year of Contractor. In the event the Contractor fails to comply with this  
3 requirement, the Contractor shall be liable for any costs incurred by City for a substitute  
4 audit or review.

5 **SECTION 7. ACCOUNTING PROCEDURES.**

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

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

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

27 B. Designate specific employees to perform each of the following  
28 functions:

- 1                                   1.     Receipt for goods and services provided to Contractor.
- 2                                   2.     Approve the purchase of goods and services for Contractor.
- 3                                   3.     Approve employee time sheets.
- 4                                   4.     Each above function shall be designated to a different
- 5                                   employee.
- 6                                   C.     Maintain documented support for every check written which should
- 7                                   include:
- 8                                   1.     Original invoice from each vendor.
- 9                                   2.     Indication by signature and date of an authorized employee
- 10                                  that the goods or services were received by the Contractor. This may be
- 11                                  done on a separate receiving report, a copy of a packing slip or on the
- 12                                  invoice itself.
- 13                                  3.     Indication that the goods or services were approved for
- 14                                  purchase by an authorized individual. This should be by signature and dated
- 15                                  and should appear on the invoice or on the purchase order or purchase
- 16                                  requisition, if such is used by the Contractor.
- 17                                  D.     Maintain a copy of each invoice submitted to Grants Accounting with
- 18                                  copies of all supporting documents.
- 19                                  E.     Maintain the following records in an orderly fashion by grant period or
- 20                                  Contractor's fiscal year:
- 21                                  1.     Bank statements and bank reconciliations.
- 22                                  2.     Deposit slips and supports.
- 23                                  3.     Checks and supports.
- 24                                  4.     Time sheets or documentation to verify Contractor's labor
- 25                                  costs.
- 26                                  5.     Cash receipts and cash disbursement journals.
- 27                                  6.     Requests for reimbursement and supports.
- 28                                  7.     Financial statements.



1 F. Maintain and file all required tax and personnel reports with  
2 appropriate agencies.

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

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

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

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

23 **SECTION 9. ASSIGNMENT.**

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

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

27 Contractor expressly agrees to defend, protect, indemnify and hold  
28 GLBWDB, the City, their respective officers, employees and agents ("indemnified parties"),

1 free and harmless from and against any and all claims, damages, expenses, loss or liability  
2 of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of  
3 Contractor, its officers, agents or employees in the performance of this Contract.  
4 Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that  
5 may be instituted against either the indemnified parties and Contractor shall pay any  
6 settlement entered into or satisfy any judgment that may be rendered against either the  
7 indemnified parties as a result of said acts or omissions of Contractor, its officers, agents  
8 or employees in the performance of this Contract.

9 **SECTION 11. INSURANCE.**

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

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

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

24 C. Workers' Compensation as required by the Labor Code of the State  
25 of California and Employers' Liability Insurance with limits of One Million Dollars  
26 (\$1,000,000) per occurrence.

27 D. Accidental Medical, Death and Dismemberment Insurance for all  
28 participants not entitled to workers' compensation benefits under the provisions of

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1 Section 3700 of the Labor Code of the State of California, unless this requirement  
2 has been waived in writing by the Risk Manager. Said insurance shall have limits  
3 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and  
4 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

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

11 Each insurance policy shall be endorsed to provide that coverage shall not  
12 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days  
13 prior written notice has been given to the City. All such insurance shall be primary and not  
14 contributing to any other insurance or self-insurance maintained by the indemnified 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. Best  
17 Company and may be subject to such self-insurance or deductible as may be approved  
18 by the Risk Manager. Any subcontractors which Contractor may use in the performance  
19 of services under this Contract shall be required to maintain insurance in accordance with  
20 the requirements of this Section 11.

21 Contractor 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 made  
26 policies shall be acceptable to City unless the City Manager determines that no occurrence  
27 policy is available in the market for the particular risk being insured. Any modification or  
28 waiver of the insurance requirements contained in this contract shall only be made with the

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

2 **SECTION 12. DRUG-FREE WORKPLACE.**

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

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

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

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

19 C. Ensuring that every employee who provides services under this  
20 Contract:

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

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

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1 provides a drug-free workplace.

2 **SECTION 13. NON-DISCRIMINATION.**

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

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

17 **SECTION 14. CONFIDENTIALITY.**

18 Contractor shall keep confidential all financial, operations and performance  
19 records relating to its performance of this Contract ("Data") and shall not disclose the Data  
20 or use the Data directly or indirectly other than in the course of services provided  
21 hereunder. The obligation of confidentiality shall continue following expiration or earlier  
22 termination of this Contract. In addition, Contractor shall keep confidential all information,  
23 whether written, oral, or visual, obtained by any means whatsoever in the course of  
24 Contractor's performance hereunder for the same period of time. Contractor shall not  
25 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of  
26 others without first obtaining the prior written authorization and consent of the City.

27 All data and other information, in whatever form or medium, compiled or  
28 prepared by Contractor in performing its services or furnished to Contractor by City shall

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1 be the property of City and City shall have the unrestricted right to use or disseminate  
2 same without payment of further compensation to Contractor. Copies of Contractor's work  
3 product may be retained by Contractor for its own records.

4 **SECTION 15. BREACH OF CONFIDENTIALITY.**

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

- 7 (a) Contractor demonstrates Contractor knew prior to the time City  
8 disclosed it; or  
9 (b) Is or becomes publicly available without breach of this Contract by  
10 Contractor; or  
11 (c) A third party who has a right to disclose such information does so to  
12 Contractor without restrictions on further disclosure; or  
13 (d) Must be disclosed pursuant to subpoena, court order, state or federal  
14 WIA rules and regulations, federal Department of Labor rules and regulations, or the  
15 rules and regulations of any other governmental agency having jurisdiction over  
16 WIA administration.

17 **SECTION 16. NOTICES.**

18 All notices required or given pursuant to the provisions hereof may be served  
19 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to  
20 receive the same at the address indicated herein and deposited postage prepaid, in the  
21 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.  
22 Such notices shall be effective on the date personal service is effected or the date of the  
23 signature on the return receipt. For the purposes hereof, the address of the City and the  
24 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333  
25 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for  
26 service of any such notices shall be California State University Long Beach Foundation,  
27 1200 Bellflower Boulevard, Long Beach, California 90840, Attention Dr. Paul A. Bott,  
28 Telephone (562) 985-4698, Fax. No. (562) 985-4400.

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**SECTION 17. CONTRACT ADMINISTRATION.**

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

**SECTION 18. CORPORATE STATUS.**

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

**SECTION 19. ENTIRE AGREEMENT.**

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

**SECTION 20. CAPTIONS AND ORGANIZATION.**

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

**SECTION 21. TAX IDENTIFICATION NUMBER.**

Contractor's Tax Identification Number is [REDACTED]

**SECTION 22. AUTHORIZATION TO EXECUTE.**

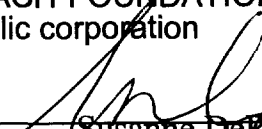
Contractor warrants and affirms to City that any and all persons signing this Contract are authorized and empowered to so sign and that the execution of this Contract by such person or persons does bind Contractor to all terms, covenants and conditions of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to

1 be duly executed with all the formalities required by law on the respective dates set forth  
2 opposite their signatures.

CALIFORNIA STATE UNIVERSITY LONG  
BEACH FOUNDATION, a California Non-profit  
public corporation

3  
4  
5 Dated: 10/11/06, 2006

By   
Title Susanne DeRosa  
Director, Grants, Contracts  
By and Foundation Programs  
Title \_\_\_\_\_

6  
7 Dated: \_\_\_\_\_, 2006

"Contractor"

CITY OF LONG BEACH, a municipal corporation

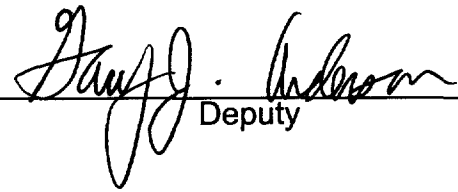
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11  
12 Dated: 12/21/06, 2006

By   
City Manager

"City"

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15 The foregoing Contract is hereby approved as to form this 17<sup>th</sup> day of  
December, 2006.

ROBERT E. SHANNON, City Attorney

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18 By   
Deputy

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



SCRS7100060584364

EXHIBIT "A"

Cleared ~~CSG~~ <sup>KS</sup>  
Dist. WIA  
628-05

WIA SUBGRANT AGREEMENT **29194**

CITY OF LONG BEACH

REGISTRATION NO: R692480  
MODIFICATION NO: NEW

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  |
| General Provisions and standards of Conduct | Exhibit BB, pages 1 through 12 |
| Title I-Y (WIA TITLE I YOUTH FORMULA)       | Exhibit DD, pages 1 through 1  |

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$557,458.00
	TOTAL:	\$557,458.00

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

PURPOSE: To incorporate and add the PY 2005 Formula Youth funds into this new subgrant agreement.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

*David D. Rexen*

Name and Title  
BILL BURKE  
ASSISTANT DEPUTY DIRECTOR  
WORKFORCE DEVELOPMENT BRANCH

APPROVED FOR SUBGRANTEE (By Signature)

*Gerald R. Miller* 6/20/05

Name and Title  
GERALD R. MILLER, CITY MANAGER

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

*Marilyn L. Little*

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:

*Robert E. Shannon*

Signature of EDD Contract Officer

APPROVED AS TO FORM

5/24, 20 05

ROBERT E. SHANNON, City Attorney

*Robert E. Shannon*

DEPUTY CITY ATTORNEY

WIA SUBGRANT AGREEMENT  
 FUNDING DETAIL SHEET

Exhibit AA  
 Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R692480  
 MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96105 WIA TITLE I YOUTH FORMULA (301) : 04/01/2005 to 06/30/2007 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$557,458.00	\$0.00	\$557,458.00
TOTAL TITLE I-Y	\$0.00	\$557,458.00	\$0.00	\$557,458.00
GRAND TOTAL:	\$0.00	\$557,458.00	\$0.00	\$557,458.00

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor DOL job training programs
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(f), (1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - (3). Every employee who works on this subgrant agreement will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 3 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

h. Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 93.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
- (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DCL regulations at 29 CFR Part 93.

- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
- (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j). Union Activities: Subgrantee, by signing this subgrant agreement hereby acknowledges the applicability of Government Code 16645 through 16649 to this subgrant agreement. Furthermore, Subgrantee, by signing this subgrant agreement, hereby certifies that

- (1). No state funds received by this subgrant agreement will be used to assist, promote or deter union organizing.
- (2). Subgrantee will not, for any business conducted under this subgrant agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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- 3). If Subgrantee incurs costs or makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.
- 4). Subgrantee hereby certifies that no request for reimbursement, or payment under this subgrant agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188. In addition:

- (a). During the performance of this subgrant agreement, Subgrantee and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant agreement or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

- 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 395.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: 1) false information on the certifications, or 2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 198.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member for any organization, which that member represents; or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than N/A, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in b. above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement. Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.

e. The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

(1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department  
WIA - Financial Management Unit  
P.O. Box 326880, MIC 59  
Sacramento, CA 94280-0001

(2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.

(3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.

b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.



- (1). All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

Ray O. Worden, Manager  
Workforce Development Bureau  
3447 Atlantic Avenue  
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department  
Workforce Investment Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.
- c). The Subgrantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

16. Conflicts

- a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with the WIA, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or

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purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreements to include all Intellectual Property provisions of paragraph nineteen a), through nineteen d). Such terms must include, but are not limited to, the subcontractor

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assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.

- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 563.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that:  
(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without addition compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

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Except as provided herein, Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subgrantee or third party without first: (i) obtaining Subgrantor's prior written approval; and (ii) granting to or obtaining for Subgrantor's, without additional compensation, a license, as described in paragraph nineteen c), for any of Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

(2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnittees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnittees may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made,

conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.

- 12). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel at Subgrantee's expense, in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 13). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

19). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- c). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractors, service providers, or employees.

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f). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Elizabeth J. Clingman  
Title: Section Manager  
Address: P.O. Box 326880, MIC 69  
Sacramento, CA 94280-0001  
Telephone: (916) 654-9699  
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Ray O. Worden  
Title: Manager  
Telephone: 562-570-3651  
Fax: 562-570-3657

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised Feb 2005

EXHIBIT COVER SHEET

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Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2005 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 initiate your Program Year 2005-06 Workforce Investment Act-Title I Subgrant Agreement by incorporating the Youth Formula funds.

This year, per Training and Guidance Letter 23-04 (TEGL) you will be issued only one-quarter (1/4) of your Program Year 2005 allocation on April 1, 2005. Once the State Plan for PY 2005 is approved and the State budget for 2005-06 has been approved by the Governor, you will be issued the balance of your Youth program allocation along with your PY 2005-06 formula allocations for the adult and dislocated worker programs. These funds will be unilaterally incorporated into this subgrant agreement.

The Local Workforce Investment Area (LWIA) will operate this program in accordance with the approved Workforce Investment Plan on file in the Workforce Investment Division of the Employment Development Department, P.O. Box 326880, MIC 50, Sacramento, CA 94280-0001.

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**

**Staffing Services  
Cost Reimbursement Contract**

**CONTRACTOR:** California State University Long Beach Foundation  
1200 Bellflower Blvd., HSD 117  
Long Beach, CA 90840  
*(Hereinafter referred to as "Contractor")*

**CONTRACT PERIOD:** July 1, 2006 – June 30, 2007

**PROGRAM UNITS:**

<b>PROGRAM UNITS</b>	<b>STAFF PER PROGRAM UNIT</b>
Employment Specialist	4.0
Resource Center Technician	2.0
Clerical Assistant	1.0
Agency Management	.5
Program Coordinator	.15
<b>Total Contracted Funds:</b>	<b>\$446,384.57</b>

**I. STATEMENT OF WORK:**

In accordance with this Contract, "Contractor", will provide Workforce Investment Act (WIA) funded staffing services to eligible customers at the Workforce Development Bureau's (WDB) sponsored Career Transition Center (CTC). The CTC's administrative staff will supervise contractor's staff. The Operations Supervisor will coordinate daily routine operations.

**II. AMOUNT OF CONTRACT:**

Contractor's funds will not exceed \$446,384.57 of WIA funds. The Contractor will be paid on a cost reimbursement basis according to the attached Budget Summary (Exhibit "B"). Contractor's funds will be subject to deobligation if, on a quarterly basis, expenditures are less than 80% of the budget.

The Contractor may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.



### III. REQUIREMENTS AND JOB DESCRIPTIONS:

All staff are subject to the WDB/CTC policies and procedures.

#### A. **Employment Specialist:**

WIA Specialists perform a full range of job duties, from Core A Universal Access to Core B, Intensive and Training, to Exit and Follow-up consistent with organized goals, policies, and procedures. Duties include, but are not limited to the following.

1. Conduct initial needs assessment of customers entering core services;
2. Assist customers with eligibility determination and the certification process;
3. Refer customers to appropriate one-stop and/or community services and programs;
4. Possess knowledge of community resources and services available to assist customers;
5. Develop and conduct employment preparation workshops;
6. Provide career counseling and guidance;
7. Utilize current labor market and economic information to assist customers related to hiring trends in the region and other relevant places;
8. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
9. Assist customers in filing their job orders by referring appropriate customers;
10. Provide customers resume, job search, interviewing assistance and employability counseling;
11. Enhance customer's job search readiness by assisting them to complete the career assessment and resume builder sections in the Employment Preparation Lab;
12. Promote and develop employment opportunities for customers;
13. Develop an Individual Employment Plan outlining necessary steps and services needed to achieve their identified employment goal;
14. Utilize the Virtual One-Stop System (VOS) to match developed job leads with WIA customers;
15. Assist customers in selecting training vendors, issuing and monitoring Individual Training Account vouchers;
16. Conduct on-site monitoring reports and progress reports for CVT and OJT, including completion of monitoring reports and monthly feedback;
17. Monitor and track customer's progress from enrollment to exit and follow-up, including the completion of Enrollment and Exit Matrices.
18. Share responsibility in meeting or exceeding program goals and objectives and individual performance measures;
19. Be knowledgeable of WIA Adult and Dislocated Core and Common Performance Measure;
20. Maintain required documentation in customer's file to ensure compliance with WIA rules and regulations and local policies and procedures;
21. Assist with outreach and recruitment for WAI and non-WIA special projects;
22. Assist with presentations as required;
23. Represent Bureau at community-sponsored meetings, business outreach and other related functions with supervisor approval;
24. Attend required training sessions;
25. Conduct various assignments requested by program supervisor or management staff;
26. Possess knowledge of computer applications related to the position.

**B. Clerical Assistant**

Contractor's staff are subject to WDB and CTC policies and procedures. Duties include but are not limited to the following:

1. Assist Supervisor in daily activities;
2. Assist with program application intake and certification process;
3. Assist with the maintenance of resources and equipment;
4. Assist in assessment and orientation process;
5. Maintain customer/participant/visitor traffic flow, including sign-in log and activities;
6. Answer phones and greet customers;
7. Update and maintain applicant databases;
8. Data entry;
9. Conduct various assignments requested by administrator or management staff;.

**C. Resource Center Technician**

Contractor's staff are subject to WDB and CTC policies and procedures. Duties include but are not limited to the following:

1. Provide customer service and resource referrals for job seekers; answer questions; explains Center standards, procedures, and activities, including Passport to Employment processes to enhance job readiness;
2. Assist customers to complete career assessment/resume builder sections of VOS website in Employment Preparation Lab;
3. Assist customers with CalJOBS registration, resume, and on-line job search;
4. Conduct basic computer, internet, and Virtual OneStop (VOS) classes;
5. Monitor operation and performs routing maintenance of Resource Center computers and office equipment including photocopier, fax machines, and printers;
6. Collect, distribute and maintain formation and resource materials regarding available services and activities;
7. Assist customers with job postings and job referrals;
8. Assist individuals and groups with resume and employment letter development, job applications, computer operations, and on-line search activities;
9. Assist with data entry and tracking of customer registrations, scan card issuance, activities and usage of Internet-based Virtual One-Stop case management system;
10. Advise customers of appropriate self-directed job search strategies;
11. Provide Front Desk relief coverage as needed;
12. Conduct various assignments requested by administrator or management staff.

**IV. STAFF ASSIGNMENTS:**

- A. CTC Administration, the Operations Supervisor and the Contractor will mutually agree upon staff assignments. Personnel decisions regarding the CTC will be made in conjunction with the Contractor's Management Representative, Operations Supervisor and CTC Administration. The WDB Manager will have

the final decision and authority regarding Contractor's staff removal from the CTC.

- B. Staff may be reassigned to a different Unit temporarily or permanently, based on programmatic and staffing needs at the discretion of CTC administration and Operations Supervisor with prior notification and consultation with the Contractor.
- C. Staff will be located at the CTC, Monday through Friday from 8:00 a.m. to 5:00 p.m. and extended hours as appropriate unless otherwise agreed upon. Staff may be reassigned to a designated satellite office site as determined by the SDA Administrator with prior notification and consultation with the Contractor. Contractor must notify the WDB, via the CTC Director, of any planned absences of staff in support of internal meetings, training, holidays, etc., as far in advance as possible.
- D. Vacation schedules must be mutually agreed upon by the Contractor and CTC's administrative staff and consultation with the Unit Supervisor. An updated vacation schedule must be provided on a quarterly basis.
- E. Staff must attend all assigned meetings and staff development workshops unless approved otherwise by the Unit Supervisor and/or CTC's administrative staff.
- F. Staff may be required to work overtime (including weekends) with advance notice and prior approval of the Contractor.

**V. STAFF PERFORMANCE EVALUATION:**

- A. Section Supervisor/Coordinator and/or CTC Administrative staff will provide the Contractor with written evaluations of staff performance once yearly or as needed. The Contractor will respond to identified concerns appropriately and to the satisfaction of the CTC administrative staff.
- B. Performance evaluation will be based on the following areas:
  - 1. Job Skills
  - 2. Quality of work
  - 3. Quantity of work
  - 4. Working Relationships
  - 5. Customer Service
  - 6. Work Habits
  - 7. Approach to Work
  - 8. Supervisory/Leadership Skills, if applicable
  - 9. Staff Development – Specific Performance Objectives Accomplished

**VI. PROGRAMMATIC CONTROLS:**

Programmatic controls are instituted by the Contractor to ensure:

- A. All staff is under the direction and supervision of the CTC Director and Administrative staff, and adhere to WDB and CTC policies and procedures.
- B. Management Information Systems (MIS) documents are submitted on a timely basis.

- C. Discrepancies in reports and/or documents are quickly resolved on a timely basis.
- D. Submittal of all billing information/invoices on a monthly basis to the WDB Financial Services Unit as follows:
  - \*Monthly Expenditure Reports.....Due by the 10<sup>th</sup> of each month
  - \*Monthly Agency Invoice Billings.....As close to a monthly basis as possible
- E. All staff located at the Career Transition Center on a full-time basis or at other approved satellite locations.
- F. All forms, publications, flyers, training materials, etc., are reviewed and approved by the CTC management staff prior to implementation.

**VII. CONTRACT MODIFICATION:**

The Contractor agrees to the following procedures for modification of this contract.

- A. All requests for contract modification must provide a written detailed justification for such a modification.
- B. The City may initiate a modification at any time during the contractual term with concurrence from the Contractor.

**VIII. BUDGET MODIFICATION:**

Budget changes must be approved by the City and processed either through a Letter of Modification or an Amendment to the Contract.

**IX. WIA REQUIRED CONTRACT CLAUSES**

The Contractor assures compliance, as applicable, during the execution of this agreement to:

1. Termination for cause and for convenience by awarding agency;
2. Access to records by awarding agency, grantee, DOL, or the Comptroller General of the United States for purposes of audit, examination, excerpts, and transcriptions (for other than small purchase transaction);
3. Comply with awarding agency requirements and/or regulations related to patent rights, copyrights, and rights in data;
4. Maintain records for up to seven (7) years;
5. The Equal Employment Opportunity provisions;
6. The Americans with Disabilities Act of 1990;
7. The Contract Work Hours and Safety Standards Act;
8. The Clean Air Act and Environmental Protection Agency regulations;
9. The Energy Policy Conservation Act;
10. The Byrd Anti-Lobbying Amendment;
11. The Debarment and Suspension requirements;
12. The Copeland "Anti-Kickback" Act
13. The Davis-Bacon Act.

**Audit Requirements:**

As a condition of receiving WIA funds, WIA audit/monitor representatives shall at all times during the period the grant is in force and for a period of seven (7) years thereafter, have access to all related records and financial statements.

**Administrative Dispute Resolution**

The WDB and Contractor will communicate openly and directly to dissolve any problems or disputes related to completing this contract in a cooperative manner and at the lowest level of intervention possible. Should informal resolution efforts fail, the dispute shall be referred to the WDB Manager who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee of the Greater Long Beach Workforce Development Board. The Executive Committee decision will be the final administrative decision.

**Nepotism**

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the act of a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employing agency.

No subgrantee or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act, if a member of that person's immediate family is engaged in an administrative capacity for the grantee from which that subgrantee or employing agency obtains its funds.

The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, son-in-law, sister-in-law, daughter-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and step child.

ATTACTMENT "C"

CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
WIA STAFFING BUDGET SUMMARY

Organization Information:

Name: California State University Long Beach Foundation

Address: 1250 Bellflower Blvd. Long Beach, CA 90840  
Street City Zip Code

Telephone Number: 562-985-4698

Fax Number: 562-985-4400

Email Address: pabott@csulb.edu

Contact Person: Dr. Paul A. Bott

Federal ID: [REDACTED]

Agreement Information:

Budget Period: 7/1/06 - 6/30/07 Contract No: \_\_\_\_\_

Effective Date: 7/1/2006 Amendment No: \_\_\_\_\_

Funding Source: WIA, Various Workforce Funding Agencies

Project Name: Contract Services

Fiscal Approval:  Date: 9/6/06

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## BUDGET DETAIL

### IN-DIRECT

Account 118

Indirect Costs				Total
Indirect Costs	10%			40,580
			<b>TOTAL</b>	<b>40,580</b>

### PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hour Salary	No. of Months	% of Time	Total
Program Manager	\$64.72	12	7%	9,566
Program Coordinator	\$21.70	12	18%	7,109
Employment Specialist	\$19.05	12	100%	41,605
Employment Specialist	\$19.05	12	100%	41,605
Employment Specialist	\$19.05	12	100%	41,605
Employment Specialist	\$19.05	12	100%	41,605
Resource Center Technician	\$14.00	12	100%	30,576
Resource Center Technician	\$14.75	12	100%	32,214
Office Clerk	\$10.35	12	100%	22,604
			<b>TOTAL</b>	<b>268,489.00</b>

### PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to		Total
Program Manager	37.00%	9,566		3,539
Program Coordinator	51.00%	7,109		3,626
Employment Specialist	51.00%	41,605		21,219
Employment Specialist	51.00%	41,605		21,219
Employment Specialist	51.00%	41,605		21,219
Employment Specialist	51.00%	41,605		21,219
Resource Center Tech.	51.00%	30,576		15,594
Resource Center Tech.	51.00%	32,214		16,429
Office Clerk	51.00%	22,604		11,528
			<b>TOTAL</b>	<b>135,590.15</b>

### PROGRAM OTHER

Description		Quantity/Price		Total
Program Cost (Mileage)				1,725.00
			<b>TOTAL</b>	<b>1,725.00</b>

<b>GRAND TOTAL</b>	<b>\$</b>	<b>446,384.57</b>
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### IN-KIND CONTRIBUTION

Account 303

Description		Quantity/Price		Total
			<b>TOTAL</b>	-

## STAFFING BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	( A )	( B )	( C )
118	Indirect Costs	40,580.42		40,580.42
201	Project Staff	268,489.00		268,489.00
202	Fringe Benefits	135,590.15		135,590.15
	Program Other	1,725.00		1,725.00
<b>Total Funds Requested:</b>		<b>446,384.57</b>	-	<b>446,384.57</b>

### Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	( A )	( B )	( C )
302	In-Kind Contribution	-		-
				-
<b>Total Cost Sharing/Match:</b>		-	-	-

**Note:** Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.