

1 CONTRACT

2 **29925**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 the 1st day of October, 2006, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting held on September 12, 2006, by and  
6 between CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION, UPWARD  
7 BOUND PROGRAM, a California Non-profit education auxiliary, with offices located at  
8 6300 St. University Drive, Suite 332,  
9 ~~5500 Atherton Street, Suite 326~~, Long Beach, California 90815, ("Contractor") and the  
10 CITY OF LONG BEACH, a municipal corporation ("City").



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

13 1.1 The City submitted an application ("Application") to the Employment  
14 Development Department (the "State") of the State of California, Employment  
15 Development Department, for funds to provide meaningful training and employment  
16 opportunities for economically disadvantaged, unemployed and underemployed  
17 persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as  
18 Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations,  
19 directives, policies, procedures and amendments issued thereto and/or legislation,  
20 regulations, policies, directives, and/or procedures which may replace the  
21 Workforce Investment Act; and

22 1.2 The Application was approved by the State and a Workforce  
23 Investment Act subgrant has been executed by and between the State and the City  
24 authorizing such programs and providing the funding therefor under Workforce  
25 Investment Act Master Subgrant Agreement, which has been designated as No.  
26 R760328 the ("Prime Contract"); and

27 1.3 Contractor desires to participate in said program and is qualified by  
28 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 In-School Youth Services.

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

5           **SECTION 1. DOCUMENT INCORPORATION.**

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

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

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

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

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

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

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

5 **SECTION 2. TERM.**

6 The term of this Contract ("Term") shall be deemed to have commenced as  
7 of October 1, 2006 and unless sooner terminated pursuant to the provisions hereof, shall  
8 terminate at midnight on June 30, 2008. Either of the parties hereto shall have the right  
9 to terminate this Contract in its entirety at any time during the Term for any or no reason  
10 whatsoever by giving 15 days prior written notice of termination to the other party. City  
11 shall have the additional right to cancel any part of this Contract at any time during the  
12 Term for any reason whatsoever by giving 15 days notice of such cancellation to the  
13 Contractor.

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

22 **SECTION 3. PERFORMANCE REVIEW.**

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

1 review and approval by the City.

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

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

7 The total amount which shall be payable by City to Contractor for Contractor's  
8 services during the Term shall not exceed Fifty Five Thousand Dollars (\$55,000.00).

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

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

25 Payment to the Contractor shall be limited to the amounts specified in Exhibit  
26 "C" for the categories, criteria and rates established in said Attachment. Contractor may,  
27 with the prior written approval of the City Manager of the City of Long Beach ("City  
28 Manager") or his designee make adjustments within and among the categories of

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

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

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

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

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

27 **SECTION 5. RECORDS.**

28 Records relating to the performance of this Contract shall be kept and

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

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

10 **SECTION 6. FINANCIAL REPORTS.**

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

23 If the Contractor is subject to the Single Audit Act (SAA), the Contractor shall  
24 include this Contract within the scope of the SAA audit. A copy of the SAA final audit  
25 report shall be delivered by Contractor to the City of Long Beach within thirty (30) calendar  
26 days after its and, in any event, no later than six (6) months after the end of the then-  
27 current fiscal year of Contractor. In the event the Contractor fails to comply with this  
28 requirement, the Contractor shall be liable for any costs incurred by City for a substitute

1 audit or review.

2 **SECTION 7. ACCOUNTING PROCEDURES.**

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

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

14 A. Maintain a bank account and perform monthly bank reconciliations.  
15 1. Deposit all receipts in the bank account promptly and intact.  
16 (Do not pay any expense directly out of cash receipts).

17 2. Maintain bank validated copies for every deposit slip in  
18 chronological order. Each deposit slip should include sufficient detail to  
19 explain the source of the funds being deposited. (This may be done by  
20 recording the details on the deposit slip or by attaching supporting  
21 documentation which may have been received with the receipts.)

22 3. Disburse all funds by check, preferably signed by two  
23 employees, neither of whom is the bookkeeper or the accounting clerk.

24 B. Designate specific employees to perform each of the following  
25 functions:

26 1. Receipt for goods and services provided to Contractor.  
27 2. Approve the purchase of goods and services for Contractor.  
28 3. Approve employee time sheets.

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4. Each above function shall be designated to a different employee.

C. Maintain documented support for every check written which should include:

1. Original invoice from each vendor.

2. Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

3. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and dated and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Contractor.

D. Maintain a copy of each invoice submitted to Grants Accounting with copies of all supporting documents.

E. Maintain the following records in an orderly fashion by grant period or Contractor's fiscal year:

1. Bank statements and bank reconciliations.

2. Deposit slips and supports.

3. Checks and supports.

4. Time sheets or documentation to verify Contractor's labor costs.

5. Cash receipts and cash disbursement journals.

6. Requests for reimbursement and supports.

7. Financial statements.

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

G. Contractor must adhere to all audit requirements as outlined in OMB



1 Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29  
2 CFR 95.26 as applicable.

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

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

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

20 **SECTION 9. ASSIGNMENT.**

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

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

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

1 Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that  
2 may be instituted against either the indemnified parties and Contractor shall pay any  
3 settlement entered into or satisfy any judgment that may be rendered against either the  
4 indemnified parties as a result of said acts or omissions of Contractor, its officers, agents  
5 or employees in the performance of this Contract.

6 **SECTION 11. INSURANCE.**

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

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

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

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

24 D. Accidental Medical, Death and Dismemberment Insurance for all  
25 participants not entitled to workers' compensation benefits under the provisions of  
26 Section 3700 of the Labor Code of the State of California, unless this requirement  
27 has been waived in writing by the Risk Manager. Said insurance shall have limits  
28 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and

1 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

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

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

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

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

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

28 Contractor shall comply with Government Code Sections 8350 et seq. and 29

1 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
2 limited to, the following:

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

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

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

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

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

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

27 **SECTION 13. NON-DISCRIMINATION.**

28 In connection with performance of this Contract and as refined by applicable

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

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

#### 14 **SECTION 14. CONFIDENTIALITY.**

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

24 All data and other information, in whatever form or medium, compiled or  
25 prepared by Contractor in performing its services or furnished to Contractor by City shall  
26 be the property of City and City shall have the unrestricted right to use or disseminate  
27 same without payment of further compensation to Contractor. Copies of Contractor's work  
28 product may be retained by Contractor for its own records.

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**SECTION 15. BREACH OF CONFIDENTIALITY.**

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

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

**SECTION 16. NOTICES.**

All notices required or given pursuant to the provisions hereof may be served either by: (1) enclosing the same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2) personal service. Such notices shall be effective on the date personal service is effected or the date of the signature on the return receipt. For the purposes hereof, the address of the City and the proper party to receive any such notices in its behalf is the City Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for service of any such notices shall be California State University Long Beach Foundation Upward Bound Program, 5500 Atherton Street, Suite 326, Long Beach, California 90815, Attention Phillip Humphreys, Telephone (562) 985-5520, Fax. No. (562) 596-0408.

**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

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1 Manager, or his designee, in connection herewith shall be final.

2 **SECTION 18. CORPORATE STATUS.**

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

6 **SECTION 19. ENTIRE AGREEMENT.**

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

13 **SECTION 20. CAPTIONS AND ORGANIZATION.**

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

18 **SECTION 21. TAX IDENTIFICATION NUMBER.**

19 Contractor's Tax Identification Number is XXXXXXXXXX

20 **SECTION 22. AUTHORIZATION TO EXECUTE.**

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

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

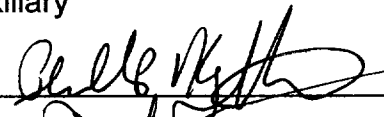
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CALIFORNIA STATE UNIVERSITY LONG BEACH FOUNDATION UPWARD BOUND PROGRAM, a California Non-profit education auxiliary

Dated: \_\_\_\_\_, 2006

By   
Title Director

Dated: 1/4, 2006<sup>7</sup>

By   
Title Susanne DeRosa Associate Executive Director  
Grants, Contracts & Foundation Programs  
"Contractor"

CITY OF LONG BEACH, a municipal corporation

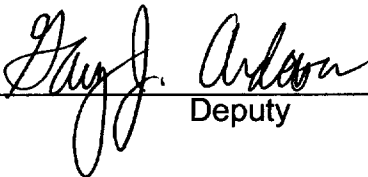
Dated: 1-26, 2006<sup>7</sup>

By   
City Manager

"City"

The foregoing Contract is hereby approved as to form this 11<sup>th</sup> day of January, 2006<sup>7</sup>

ROBERT E. SHANNON, City Attorney

By   
Deputy

JCP:abc #06-04286  
L:\APPS\CtyLaw32\WPDOCS\D024\PO05\00093377.WPD



EXHIBIT "A"

Cleared ~~FS~~ CSG  
Dist. WIA  
9-1-06

WIA SUBGRANT AGREEMENT

29835

REGISTRATION NO: R760328  
MODIFICATION NO: NEW  
SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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  
General Provisions and standards of Conduct  
Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
Exhibit BB, pages 1 through 13  
Exhibit DD, pages 1 through 1

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":  
PRIOR AMOUNT: \$0.00  
INCREASE/DECREASE: \$1,799,128.00  
TOTAL: \$1,799,128.00

TERMS OF AGREEMENT: From 04/01/2006 to 06/30/2008  
Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate and add WIA formula Youth funding for PY 2006-07.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

*[Handwritten Signature]*

*[Handwritten Signature]*

Name and Title  
BILL BURKE  
ASSISTANT DEPUTY DIRECTOR  
WORKFORCE SERVICES BRANCH

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:

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:

*[Handwritten Signature]*  
Signature of EDD Accounting Officer

*[Handwritten Signature]*  
Signature of EDD Contract Officer

APPROVED AS TO FORM

Budget item: 7100 Fund: 0869 Budgetary Attachment: YES  
Chapter 038 Statutes: 2005 FY: 05/06

7-31, 20-06

ROBERT E. SHANNON, City Attorney  
By Charles Parkin  
DEPUTY CITY ATTORNEY

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R760328  
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I. ALLOCATION

| FUNDING SOURCE  | PRIOR<br>AMOUNT | INCREASE       | DECREASE | ADJUSTED<br>ALLOCATION |
|---|-----------------|----------------|----------|------------------------|
| TITLE I-Y: YOUTH  |                 |                |          |                        |
| 96106 WIA TITLE I YOUTH FORMULA (301)<br>: 04/01/2006 to 06/30/2008<br>Prog/Element 61/ 00 Ref 101 Fed Catlg 417259 | \$0.00          | \$1,799,128.00 | \$0.00   | \$1,799,128.00         |
| TOTAL TITLE I-Y   | \$0.00          | \$1,799,128.00 | \$0.00   | \$1,799,128.00         |
| GRAND TOTAL:  | \$0.00          | \$1,799,128.00 | \$0.00   | \$1,799,128.00         |

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(i)(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/Assurances

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 unappeasable 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). The Subgrantee agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- g). The Subgrantee agrees to comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- h). The Subgrantee agrees to comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- i). 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;

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Subgrantee: CITY OF LONG BEACH

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- 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.
- j). 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 8 (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).
- k). 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 98.510, 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 transitions 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.

- l). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL 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.

- m). Priority Hiring Considerations:

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If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

n). 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.

o). 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.

p). 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.

q). Indemnification:

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

Pursuant to the provision of Section 895.4 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 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

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Subgrantee: CITY OF LONG BEACH

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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 188.
- 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 (or 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 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.

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Subgrantee: CITY OF LONG BEACH

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- 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 826880, MIC 69  
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.

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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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.



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Subgrantee: CITY OF LONG BEACH

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Notices to the Subgrantee will be addressed to:

Bryan S. Rogers, 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. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. 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 (single audit or program-specific audit requirement) 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 purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance

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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 agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in

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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 663.700-730.
- (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

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, ("Indemnities") 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 Indemnities 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

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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.

- (2). 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.
- (3). 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.

i). 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 information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. 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, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential 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 security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - ii. Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three

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Subgrantee: CITY OF LONG BEACH

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participants for any data table released to outside parties or to the public.

- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information 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.
- i). 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.
- j). 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.
- k). 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, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
  - (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action

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involving the records has been started before the end of the the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)

- (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
  - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
  - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
  - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). 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 826880, MIC 69  
Sacramento, CA 94280-0001  
Telephone: (916) 654-9699  
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Bryan S. Rogers  
Title: Manager Workforce Development  
Telephone: (562) 570-3701  
Fax: (562) 570-3704

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.

EXHIBIT COVER SHEET

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

TERM OF THESE FUNDS: 04/01/2006 TO: 06/30/2008

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 2006-07 Workforce Investment Act (WIA) Title I subgrant agreement by incorporating the Youth formula funds into grant code 301.

For 2006-07, per Training and Guidance Letter 25-05 (TEGL), you will be issued an initial allocation in accordance with the TEGL. If additional amounts are awarded they will be unilaterally incorporated into this subgrant.

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 826880, MIC 50, Sacramento, CA 92480-0001.

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)



## Statement of Work

### In-School Youth Development Program Cost Reimbursement Contract

**SUBCONTRACTOR:** California State University,  
Long Beach Foundation  
5500 Atherton Street, Suite 326  
Long Beach, CA 90815  
*(Hereinafter referred to as "Subcontractor")*

**CONTRACT TERM:** October 1, 2006 – June 30, 2008

**CONTRACT AMOUNT:** \$ 55,000.00

**YOUTH TO BE SERVED:** 22

**FUNDING AGENCY:** City of Long Beach  
Department of Community Development  
Workforce Development Bureau

The Workforce Development Bureau (WDB) of the Community Development Department shall administer program services described herein on behalf of the City of Long Beach (City), the Workforce Development Board, and Youth Council through the Youth Opportunity Center (YOC).

**I. PROJECT SUMMARY:**

In accordance with this contract, Subcontractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide services that develop the potential of youth as citizens and leaders, and fosters positive long-term outcomes for youth participants. The Youth served under this contract are 14-21 years old, In-School, reside in Long Beach, Signal Hill or surrounding communities, and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment).

**II. CONTRACT MANAGEMENT**

The City shall compare on a quarterly basis, planned program performance and expenditure levels with actual program performance and expenditures levels.

Actual program performance and expenditure levels will be based on reviews of planned levels as documented on the Subcontractor's Program Planning Summary Form (Exhibit D) and Budget Planning Summary Form (Exhibit E). Forms must be completed by Subcontractor upon participation in applicable WIA In-Service Training, and submitted to and subsequently approved by the City. Once approved by the City, Program Planning Summary and Budget Planning Summary Forms become part of the Subcontractor's Statement of Work and Subcontractor shall ensure that planned program performance and expenditure levels are met.

If Subcontractor is 10% or more below planned totals at the end of the quarter or any quarter thereafter, Subcontractor shall implement a corrective action plan for review and approval by the City. The City has the right to unilaterally cancel the contract or deobligate funds up to the amount of the under expenditure.

### **III. MONTHLY REPORTING REQUIREMENT:**

#### **A. FISCAL REPORTING/INVOICING**

1. Subcontractor will ensure that invoices are submitted on the 10<sup>th</sup> of each month and are in compliance with Project Budget (Exhibit C). If the 10<sup>th</sup> of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.
2. Subcontractor funds will not exceed \$ 55,000.00 of WIA Title I funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
3. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. Subcontractor may exceed cost categories by no more than 10%, provided that that the difference is reduced from other account(s) 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 through a Letter of Modification or an Amendment to the Contract.
5. Invoices, and requests for budget changes, must be submitted to the Youth Opportunity Center, Workforce Development Bureau, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Center Coordinator.
6. Subcontractor shall ensure the accuracy of each invoice.
7. Subcontractor must submit a Cost Allocation Plan to the City.

#### **B. PROGRAM REPORTING**

1. Subcontractor shall ensure the timely submittal of required program documents, reports, and forms.

2. Subcontractor shall submit all required MIS forms within 5 working days of activity.
3. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) on the 10<sup>th</sup> of each month with the Subcontractor's invoice, beginning November 10, 2006. If the 10<sup>th</sup> of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10<sup>th</sup>.
4. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
5. Subcontractor shall ensure the accuracy of each report.

#### IV. PROGRAM PERFORMANCE STANDARDS:

##### Core Measures

Core Performance measures are set forth by the State of California Workforce Investment Division, in negotiation with the Greater Long Beach Workforce Development Board. In an effort to ensure and maximize positive outcomes, the City may/has set higher outcomes for WIA Subcontractors.

Continuation of funding will be contingent upon the attainment of the following performance outcomes.

| <b>CORE PERFORMANCE MEASURES</b>                     |   |
|--|---|
| <b><u>YOUNGER YOUTH</u></b>                          |   |
| <b>a) Skill Attainment Rate: 95%</b>                 | Measures the attainment of basic, work readiness or occupational skills   |
| <b>b) Diploma or Equivalent Attainment Rate: 85%</b> | Measures the attainment of a diploma or equivalent  |
| <b>c) Retention Rate: 90%</b>                        | Measures the proportion of youth that are in the following activities 9 months after completion:  |
|  | <ul style="list-style-type: none"> <li>• Post Secondary Education</li> <li>• Advanced Training</li> <li>• Employment</li> <li>• Military services</li> <li>• Qualified Apprenticeships</li> </ul> |
| <b><u>OLDER YOUTH</u></b>                            |   |
| <b>a) Entered Employment Rate: 90%</b>               | Measures the number of youth who are in employment or the military in the first quarter after program completion  |
| <b>b) Employment Retention Rate: 90%</b>             | Measures the number of youth who keep a job 9 months after completion   |
| <b>c) Earnings Change: \$3,500</b>                   | Compares earnings youth had before services and 6 months after services   |
| <b>d) Credential Rate: 85%</b>                       | Measures acquisition of recognized credentials  |

##### Common Measures

Congress has not yet passed the reauthorization for the WIA. Reauthorization may require adjustments to performance plans, service levels, etc. Subcontractors will be required to meet the possible new performance requirements (Common Measures) that may arise upon reauthorization.

Common Measures operate in the same manner, measuring results after program participation, except for the Literacy and Numeracy gains. While official start dates remain unconfirmed, all resulting contracted participants enrolled in youth programs will be held accountable to the new Common Measures at the point of exit.

|  |
|--|
| <b>COMMON PERFORMANCE MEASURES</b><br><b>(Measures apply to both In-School Youth and Out-of-School Youth, unless otherwise indicated.)</b>   |
| <b>a) Attainment of a Degree or Certificate: 85%</b><br>(Includes those youth who are in-school at enrollment, or who enroll in school at any point during the program) <ul style="list-style-type: none"><li>• Diploma / Equivalent</li><li>• Nationally Recognized Certificate</li></ul> |
| <b>b) Placement: 90%</b> <ul style="list-style-type: none"><li>• Employment, Military or Post-Secondary Education (Excludes youth who are in post-secondary education, employment, or the military at the date of enrollment)</li></ul>  |
| <b>c) Literacy and Numeracy Gains: 95% (Out-of-School Youth Only)</b> <ul style="list-style-type: none"><li>• Increase in one or more educational functioning levels</li></ul>   |

Subcontractor must demonstrate effective controls and strategies are in place to incorporate the new Common Measures of the Workforce Investment Act.

### **Basic Program Services**

Subcontractor must ensure youth are provided Basic Program Services to address their individual circumstances. Providing Basic Program Services will assist Subcontractor in meeting required Performance Measures. Supporting documentation, including pre- and post-tests and completion of MIS Goals Forms, must be maintained to support each activity and goal attainment.

|  |
|--|
| <b>BASIC PROGRAM SERVICES</b><br><b>(Service must be provided to all Youth, unless otherwise indicated.)</b> |
| <b>a) Basic Skill Remediation</b> in area of deficiency ( <b>Basic Skill Deficient Youth Only</b> )          |
| <b>b) Work Readiness Skills Training</b> , with exposure to high-growth/high-demand occupations;<br>and      |
| <b>c) Internship - Occupational Skills Training</b> (Minimum of 67 hours of Training)                        |

## **V. PROGRAM ACTIVITIES/SERVICES:**

### **A. Outreach/Recruitment**

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible youth.

Subcontractor is required to place the following language on all printed materials (i.e., flyers, brochures, announcements, etc.) used in conjunction with the Subcontractor's WIA-funded project:

*"This program funded by the City of Long Beach Workforce Development Bureau and the Greater Long Beach Workforce Development Board."*

Upon request, Subcontractor may utilize the Greater Long Beach Workforce Development Board's logo on printed materials used in conjunction with Subcontractor's WIA-funded project.

WIA-eligible youth are youth who are economically disadvantaged, In-School, 14-21 years old, and have one or more of the following identified barriers:

1. Basic Skills Deficient;
2. Homeless;
3. Runaway;
4. Foster Youth;
5. Pregnant or Parenting;
6. Offenders;
7. School Drop Outs; and
8. Youth (including a youth with a disability) who requires additional assistance to complete an educational program or to secure/hold employment.

In-School youth are defined as follows:

- Student, high school or less; or
- High school graduate/GED, attending post high school education, not basic skills deficient; or
- High school graduate/GED, not attending post high school education, no employment difficulty (i.e., employed, not basic skills deficient, not underemployed)

Out-of-School youth are defined as follows:

- High school dropout/No GED; or
- High school graduate/GED, attending post high school education, basic skills deficient; or
- High school graduate/GED, not attending post high school, employment difficulty (i.e., basic skills deficient, unemployed or underemployed)

**B. Orientation**

Subcontractor must provide program orientation to youth. The orientation must include an overview of the Subcontractor's program and information on the full-array of services available, including services provided by collaborating partners, applicable policies and procedures, and requirements for participation. Documentation regarding orientation

attendance and receipt of policies and procedures must be recorded in each youth's case file upon enrollment.

**C. Eligibility/Initial Certification**

Subcontractor is responsible for initial determination of WIA eligibility for all youth who Subcontractor plans to enroll in their program (Refer to Section A above). Subcontractor is responsible for collecting all necessary supporting eligibility documents and ensuring that all required MIS forms are completed. Supporting documentation and completed MIS forms must be provided to the YOC for final determination of youth's suitability and eligibility. Services may not be provided to youth until YOC staff/representative has certified youth applicant WIA-eligible and has authorized Subcontractor to enroll youth. Youth under the age of 18 are required to have a parent or guardian attend the eligibility/initial certification appointment and authorize youth's participation.

**D. Initial Assessment**

Subcontractors are responsible for administering an initial basic skills assessment (Test of Adult Basic Education - TABE), for all youth during the eligibility/initial certification appointment. Subcontractors must ensure that all youth who are determined basic skills deficient, scoring below 9<sup>th</sup> grade level in reading and/or math, receive remediation and that the youth's primary goal be set in the area(s) of deficiency. Youth must be subsequently post-tested to verify increase in basic skill levels. In order for Pre & Post tests to be valid, youth customers must sign their tests.

Youth enrolled in Special Education may be administered the CASAS test.

**E. Enrollment and Goals**

Subcontractor is responsible for ensuring that participant enrollment goals are met (Refer to Program Planning Summary).

Subcontractor must set at least one primary goal for each Youth at enrollment. Goal forms must be submitted to YOC once the goals are identified. MIS enrollment and goals forms must be submitted within 5 days of providing initial services to WIA youth. Once the goals have been met, an updated Goals form must be submitted to capture the attainment of each goal. A hard copy of MIS forms must be submitted to the YOC for review.

**F. Case Management/Individual Service Strategy (ISS)**

Subcontractor must provide case management services to participating youth. Case management services include, but are not limited to: developing a specific activity for completion of planned program goals to ensure performance; developing and maintaining an ISS in partnership with youth; individual counseling, documentation of services and progress to ensure achievement of set goals and objectives; file maintenance; completion of all required customer tracking forms.

Subcontractor will initiate the Individual Service Strategy (ISS) for each youth by evaluating the youth's personal circumstances, educational goals, academic deficiencies, training needs, support services needs, and identifiable obstacles. The ISS is used to develop the Subcontractor's plan of services for the participant, keeping in mind mandated performance measures, and for documentation of performance outcomes.

In addition to the ISS, Subcontractors must provide an objective assessment in the areas of employment skills and knowledge, as well as, support service needs. Objective assessment tools will be provided by the YOC. The service provider may utilize other objective assessment tools, with prior authorization from the YOC.

Subcontractors will be required to utilize Virtual One Stop (VOS), on-line case management system, for documenting case notes. Subcontractor will receive training and is expected to participate in the Bureau's Internet-based Virtual One Stop (VOS) case management system. Subcontractors will be asked to sign a confidentiality agreement once VOS is implemented at their location.

**G. Reporting Basic Program Services and Outcomes**

Subcontractor must, prior to the end of the program, post-test youth in the areas of Basic skills, Occupational skills and/or Work-Readiness skills, demonstrating a measurable level of skill attainment. These post-tests serve as a method to provide evidence of outcomes. All outcomes must be recorded in the ISS, as well as reported to MIS.

**H. Exit and Follow-up**

Subcontractor may request that a youth be exited from the program once the youth has completed planned services proposed in their ISS, and has attained their planned program goals and their outcomes have been reported (Refer to Program Planning Summary). Subcontractor must complete an exit checklist, along with all necessary MIS paperwork, and submit it to the YOC for approval.

Follow-up Services are required for a minimum of 12 months after youth's exit from the program. Subcontractor must provide follow-up services directly if youth exits during contract period.

Follow-up services for youth may include:

1. Confirmation of performance attainment;
2. Leadership development activities;
3. Regular contact with a youth and their employer, including assistance in addressing work-related problems that may arise;
4. Assistance in securing better paying jobs, career development and further education;
5. Individual or group meetings to discuss educational or career options;

6. Work related peer support groups;
7. Adult mentoring and tutoring;
8. Work experience;
9. Basic skills training;
10. GED preparation;
11. Job shadowing;
12. Invitations to participate in youth activities; and
13. Support services.

**I. Referral Services**

Subcontractors may refer youth to collaborating agencies to provide services not directly provided by the Subcontractor and to ensure that youth participating in the program have access to all required and needed services.

**J. Program Elements**

In addition to providing the Basic Program Services, subcontractor shall ensure that enrolled youth have access to the 10 required elements prescribed by WIA, as referenced in Subcontractor's response to Youth Development Program's Request for Proposal (RFP #06-003). Access of these program elements will vary by youth need, as determined by service strategies devised between youth and his/her Case Manager, and by assessment of skills and service needs.

Subcontractor may provide additional services to participants, beyond WIA-required elements and those activities referenced herein, to assist participant in accomplishing individual goals and objectives, and in meeting mandated performance outcomes.

1. **Academic Assistance** (Fulfilled through Basic Skill Remediation)
2. **Alternative Education**
3. **Occupational Skills Training** (Fulfilled through Internship Training)
4. **Leadership Development**
5. **Mentoring**
6. **Guidance and Counseling**
7. **Supportive Services**
8. **Follow-up Services**

Subcontractors who successfully meet performance standards may be eligible for continued funding. Should Subcontractor's funding be continued, follow-up services are required for youth who were served or exited under the Subcontractor's PY 06-08 program. If Subcontractor is not recommended for continued funding, Subcontractor shall provide original case files to the YOC to continue the follow-up service through the remaining 12-month period, as required by WIA.

9. **Summer Employment Opportunities** (Fulfilled through Internship Training)
10. **Work Experiences** (Fulfilled through Internship Training)



All youth participating in the WIA-funded program are required to participate in an internship. Subcontractor is responsible for developing internship sites, placing youth in internships and monitoring youth while in internship training. Youth may not be assigned to the Subcontractor's worksite for their internship training. Youth will receive a cash stipend of \$450, as budgeted by Subcontractor, upon successful completion of a minimum of 67 hours of internship training.

Subcontractor is required to administer to youth the Occupational Skills Training Pre-Test, which identifies the skills to be attained during internship training. Internship training must be directly related to an occupational skills goal. The youth must attain this goal prior to being exited. Skill attainment must be demonstrated by the acquisition of skills identified and demonstrated on the Occupational Skills Training Post Test.

In preparation for the internship, the Subcontractor is responsible for providing work-readiness training to participating youth. Work-readiness training shall include instruction on work-place behavior and communication, appropriate dress, resume writing, interviewing techniques and application completion.

**K. Other Activities**

1. Subcontractor will be required to participate as an active and vested partner in mandatory meetings, training, and staff development sessions.
2. Subcontractor shall, at the request of the Youth Opportunity Center, facilitate one or more training workshops for youth and/or professional development for staff and/or partners.
3. Subcontractor must ensure that appropriate and responsible staff is provided copies of Subcontractor's executed Subcontract/Statement of Work for reference.
4. Subcontractor must ensure that appropriate and responsible staff is registered for the Workforce Development Board's e-notify system, to ensure that all Information Bulletins and Policy Directives are received in a timely manner and that information is shared with appropriate Subcontractor staff.

**VI. RECORD KEEPING AND REPORTING REQUIREMENTS**

**A. Records Maintenance:**

1. The following documents are to be maintained in participant files by the Subcontractor, unless otherwise directed by the City:
  - a. Eligibility Documentation;
  - b. Suitability Interview;
  - c. Participant Handbook Receipt;
  - d. MIS Documentation;
  - e. Case Notes;

- f. Applicable Pre & Post Tests;
  - g. Individual Service Strategy (ISS)
  - h. Work Permit (If applicable);
  - i. Participant Internship Agreement;
  - j. Training Site Agreement;
  - k. Copy of YOC Application and Parental Medical and Emergency Consent Form;
  - l. Participant Time Sheets;
  - m. Participant Evaluations completed by Subcontractor Staff and Worksite Supervisor;
  - n. Documentation of Incentives, Support Services and Follow-up Service(s).
2. Copies of the following documents should be maintained at the training worksite for each youth participating in Work Experience/Internship, unless otherwise directed by the City:
- a. Participant Internship Agreement;
  - b. Training Site Agreement;
  - c. Verification of Supervisor Orientation Form;
  - d. YOC Application and Parental Medical and Emergency Consent Form;
  - e. Participant Time Sheets;
  - f. Participant Evaluations completed by Worksite Supervisor.
3. Subcontractor is required to immediately notify YOC Coordinator of any accident or injury and to submit an Incident Report regarding such occurrence.
4. Subcontractor is required to maintain all program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

**B. Final Project Summary Report**

Subcontractor is required to submit final billing and report to the City within thirty (30) days of completion of contract. At minimum the report shall address the following:

- 1. Brief description of programs and services offered;
- 2. Number of enrollments;
- 3. Total hours of paid activities for each participant;
- 4. Number of positive outcomes;
- 5. Performance outcomes met;
- 6. List of collaborating partners and training sites utilized, and services provided by each;
- 7. Recommendations for future programs; and
- 8. Final close-out invoice with total funds awarded and expended.

**VII. GENERAL INFORMATION:**

**A. Unallowable Activities and Costs**

The Subcontractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
  - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
  - b. No WIA funds are to be used to assist, promote, or deter union organizing.
  - c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
  - d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
  - e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
  - f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

**B. WIA Contract Clauses**

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the City of Long Beach Workforce Development Bureau and agrees to comply with the following WIA contract clauses, as applicable, during the duration of the contract period:

1. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
2. Maintenance of records for 7 years;
3. The Equal Employment Opportunity Act provisions;
4. The Americans with Disabilities Act of 1990;
5. The Contract Work Hours and Safety Standards Act;
6. The Clean Air Act and Environmental Protection Agency regulations;
7. The Energy Policy Conservation Act;
8. The Bryd Anti-Lobbying Amendment;
9. The Debarment and Suspension requirements;

10. The Copeland "Anti-Kickback" Act;
11. The Davis-Bacon Act.

**C. Administrative Dispute Resolution**

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

**D. Nepotism**

Subcontractor may not hire, directly or through an employing agency, 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 that Subcontractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**VIII. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the City and/or availability of WIA funds from the State of California. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify the YOC Coordinator in writing immediately.

**IX. LETTER OF MODIFICATION:**

The Subcontractor agrees to the following procedures for modification of the contract:

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor.

Upward Bound WIA SOW 2006-2008.

**CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
WORKFORCE DEVELOPMENT BUREAU  
WORKFORCE INVESTMENT ACT  
21 MONTH PROJECT BUDGET (STATEMENT OF WORK - ATTACHMENT C)**

**Organization Information:**

**Name:** California State University Long Beach Foundation/Upward Bound

**Address:** 6300 E. State University Drive, #332, Long Beach, CA 90815  
Street City Zip Code

**Telephone Number:** (562)985-2588

**Fax Number:** (562)985-7951

**Email Address:** mdebruin@csulb.edu

**Contact Person:** Mae DeBruin

**Federal ID:** ██████████

**Agreement Information:**

**Budget Period:** 10/01/06-06/30/08      **Contract No:** \_\_\_\_\_

**Effective Date:** 10/01/06-06/30/08      **Amendment No:** \_\_\_\_\_

**Funding Source:** Workforce Investment Act

**Project Name:** Upward Bound

**Fiscal Approval:**       **Date:** 12/06/06

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## BUDGET DETAIL

| IN-DIRECT/ADMINISTRATIVE COST (10% CAP) |              | Oct 2006 -<br>Jun 2007<br>1st Year | July 2007 -<br>Jun 2008<br>2nd Year | 21 Month<br>Budget<br>Total |
|---|--------------|------------------------------------|-------------------------------------|-----------------------------|
|   | PERCENTAGE   |                                    |                                     | Total                       |
|   | 10%          | 2,863.75                           | 2,136.25                            | 5,000.00                    |
|   |              |                                    |                                     | -                           |
|   | <b>TOTAL</b> | <b>2,863.75</b>                    | <b>2,136.25</b>                     | <b>5,000.00</b>             |

| SALARIES & WAGES         |               |              | 1st Yr (9 mo.)   | 2nd Year         | 21 Month         |
|--------------------------|---------------|--------------|------------------|------------------|------------------|
| Position Title/Hr.Salary | No. of Months | % of Time    |                  |                  | Total            |
| WIA Coordinator          | 21.00         | 40           | 10,202.00        | 12,108.00        | 22,310.00        |
|                          |               |              |                  |                  | -                |
|                          |               |              |                  |                  | -                |
|                          |               |              |                  |                  | -                |
|                          |               |              |                  |                  | -                |
|                          |               | <b>TOTAL</b> | <b>10,202.00</b> | <b>12,108.00</b> | <b>22,310.00</b> |

| FRINGE BENEFITS            |        |                  | 1st Yr (9 mo.)  | 2nd Year        | 21 Month         |
|----------------------------|--------|------------------|-----------------|-----------------|------------------|
| Description                | % Rate | Rate Applied to: | 10202.00        | 12108.00        | Total            |
| FICA                       | 7.65%  |                  | 780.45          | 926.26          | 1,706.72         |
| Workmen's Compensation     | 3.56%  |                  | 363.19          | 431.04          | 794.24           |
| Health & Welfare Insurance | 12.00% |                  | 1,224.24        | 1,452.96        | 2,677.20         |
| Retirement or Pension      | 10.00% |                  | 1,020.20        | 1,210.80        | 2,231.00         |
| Other SUI                  | 16.69% |                  | 1,702.71        | 2,020.83        | 3,723.54         |
|                            |        |                  |                 |                 | -                |
|                            | 49.90% | <b>TOTAL</b>     | <b>5,090.80</b> | <b>6,041.89</b> | <b>11,132.69</b> |

| TRAINING MATERIALS & SUPPLIES |  |                | 1st Yr (9 mo.) | 2nd Year | 21 Month      |
|-------------------------------|--|----------------|----------------|----------|---------------|
| Description                   |  | Quantity/Price |                |          | Total         |
| Diagnostic Materials          |  |                | 700.00         |          | 700.00        |
|                               |  |                |                |          | -             |
|                               |  | <b>TOTAL</b>   | <b>700.00</b>  | <b>-</b> | <b>700.00</b> |

| OPERATING COSTS |  |                | 1st Yr (9 mo.) | 2nd Year      | 21 Month        |
|-----------------|--|----------------|----------------|---------------|-----------------|
| Description     |  | Quantity/Price |                |               | Total           |
| Copies          |  |                | 125.00         | 125.00        | 250.00          |
| Postage         |  |                | 41.70          | 41.61         | 83.31           |
| Office Supplies |  |                | 350.00         | 350.00        | 700.00          |
|                 |  |                |                |               | -               |
|                 |  | <b>TOTAL</b>   | <b>516.70</b>  | <b>516.61</b> | <b>1,033.31</b> |

| PROGRAM - OTHER      |  |                | 1st Yr (9 mo.)  | 2nd Year      | 21 Month        |
|----------------------|--|----------------|-----------------|---------------|-----------------|
| Description          |  | Quantity/Price |                 |               | Total           |
| Awards Banquet       |  | 70 x \$25      | 1,750.00        |               | 1,750.00        |
| Awards Banquet Gifts |  | 22 x \$20      | 440.00          |               | 440.00          |
| Mileage              |  |                | 150.00          | 150.00        | 300.00          |
| Field Trips          |  |                | 500.00          | 500.00        | 1,000.00        |
|                      |  | <b>TOTAL</b>   | <b>2,840.00</b> | <b>650.00</b> | <b>3,490.00</b> |

**PARTICIPANT RELATED EXPENSE**

**INTERNSHIP - STIPENDS (\$450 per participant)**

|                     |  |                | 1st Year        | 2nd Year | 21 Month        |
|---------------------|--|----------------|-----------------|----------|-----------------|
| Description         |  | Quantity/Price |                 |          | Total           |
| Internship Stipends |  | 7 x \$450      | 3,150.00        |          | 3,150.00        |
|                     |  |                |                 |          | -               |
|                     |  |                |                 |          | -               |
|                     |  | <b>TOTAL</b>   | <b>3,150.00</b> | <b>-</b> | <b>3,150.00</b> |

**INCENTIVES**

|   |  |                | 1st Year    | 2nd Year    | 21 Month    |
|---|--|----------------|-------------|-------------|-------------|
| Description                                       |  | Quantity/Price |             |             | Total       |
| Performance Incentives<br>(\$300 per participant) |  |                |             |             | -           |
|   |  |                |             |             | -           |
| Program Incentives                                |  |                |             |             | -           |
|   |  |                |             |             | -           |
|   |  | <b>TOTAL</b>   | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |

**SUPPORTIVE SERVICES**

|                    |  |                   | 1st Year        | 2nd Year        | 21 Month        |
|--------------------|--|-------------------|-----------------|-----------------|-----------------|
| Description        |  | Quantity/Price    |                 |                 | Total           |
| Student Bus Passes |  | 22 x \$31 x 12 mo | 6,138.00        | 2,046.00        | 8,184.00        |
|                    |  |                   |                 |                 | -               |
|                    |  |                   |                 |                 | -               |
|                    |  | <b>TOTAL</b>      | <b>6,138.00</b> | <b>2,046.00</b> | <b>8,184.00</b> |

|                    |  |  |                  |                  |                  |
|--------------------|--|--|------------------|------------------|------------------|
| <b>GRAND TOTAL</b> |  |  | <b>31,501.25</b> | <b>23,498.75</b> | <b>55,000.00</b> |
|--------------------|--|--|------------------|------------------|------------------|

**IN-KIND CONTRIBUTION**

|             |  |                | 1st Year    | 2nd Year    | 21 Month    |
|-------------|--|----------------|-------------|-------------|-------------|
| Description |  | Quantity/Price |             |             | Total       |
|             |  |                |             |             | -           |
|             |  |                |             |             | -           |
|             |  | <b>TOTAL</b>   | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |

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## BUDGET INFORMATION

### SECTION A - Budget Summary by Categories

|                                  |                               | Oct 2006 -<br>Jun 2007<br>1st Year | July 2007 -<br>Jun 2008<br>2nd Year | Amendment | 21 Month<br>Budget<br>Total |
|----------------------------------|-------------------------------|------------------------------------|-------------------------------------|-----------|-----------------------------|
| Acct.No.                         | Budget Category               | ( A )                              | ( B )                               | ( C )     | ( D )                       |
|                                  | Indirect Costs/Administrative | 2,863.75                           | 2,136.25                            |           | 5,000.00                    |
|                                  | Staff Salaries                | 10,202.00                          | 12,108.00                           |           | 22,310.00                   |
|                                  | Fringe Benefits               | 5,090.80                           | 6,041.89                            |           | 11,132.69                   |
|                                  | Training Materials & Supplies | 700.00                             | -                                   |           | 700.00                      |
|                                  | Operating Costs               | 516.70                             | 516.61                              |           | 1,033.31                    |
|                                  | Program - Other               | 2,840.00                           | 650.00                              |           | 3,490.00                    |
| <b>PARTICIPANT RELATED COSTS</b> |                               |                                    |                                     |           |                             |
|                                  | Internship - Stipends         | 3,150.00                           | -                                   |           | 3,150.00                    |
|                                  | Incentives                    | -                                  | -                                   |           | -                           |
|                                  | Support Services              | 6,138.00                           | 2,046.00                            |           | 8,184.00                    |
| <b>Total Funds Requested:</b>    |                               | 31,501.25                          | 23,498.75                           |           | 55,000.00                   |

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

|                       |                      | ( A ) | ( B ) |  | ( C ) |
|-----------------------|----------------------|-------|-------|--|-------|
|                       | In-Kind Contribution | -     | -     |  | -     |
| <b>Total In-Kind:</b> |                      | -     | -     |  | -     |

**Note:** Use column A and B to record funds requested for the first and second year period of performance, respectively. Use column C to request budget modifications to your original budget. If this is the initial budget request, there will be no modifications to record in column C. Use column D to record individual line item totals from columns A, B and C.

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**WIA YOUTH DEVELOPMENT PROGRAM  
PROGRAM PLANNING SUMMARY (STATEMENT OF WORK - EXHIBIT D)**

In-School Youth Program:  Out-of-School Youth Program:

**Subcontractor:** \_\_\_\_\_

**Total youth to be served:** 14-16 \_\_\_\_\_

**Program Name:** \_\_\_\_\_

17-21 \_\_\_\_\_

| Enrollments                                 | Oct 06 | Nov 06 | Dec 06 | Jan 07 | Feb 07 | Mar 07 | Apr 07 | May 07 | Jun 07 | Jul 07 | Aug 07 | Sep 07 | Oct 07 | Nov 07 | Dec 07 | Jan 08 | Feb 08 | Mar 08 | Apr 08 | May 08 | Jun 08 | Cum. Total |  |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------|--|
| A. New participants per month               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| <b>Youth Performance Measures</b>           |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| A. Basic Skills Deficient                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 1. Literacy and Numeracy Gains              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| B. Attainment                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 1. High School Diploma or GED               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 2. Nationally Recognized Certificate        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| C. Placement                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 1. Post-Secondary Education                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 2. Advanced Training / Occ. Skills Training |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| 3. Employment / Military                    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |
| A. Exits per month                          |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |            |  |

**Performance Measures:**

**Literacy and Numeracy Gains-** (Measured prior to or at Exit)

Must be completed within one year of the Enrollment date

Excludes Youth who are not Basic Skills Deficient and who are In-School at Eligibility

**Placement in Employment or Education-** (Must be obtained by the 1st qtr. after Exit)

Employment / Military

Post-Secondary Education

Advanced Training / Occupational Skills Training

Excludes Youth who are enrolled in Post-Secondary Education, Employed, and/or in the Military at Enrollment

**Attainment of a Degree or Certificate-** (Must be obtained by the 3rd qtr. after Exit)

Diploma / GED or Degree

Nationally Recognized Certificate

Includes all youth who are enrolled in any school at any point during the program

**Suggested Program Flow:**

|                                      |  | Performance is measured |                                   |   |                          |  |                       |
|--------------------------------------|--|-------------------------|-----------------------------------|---|--------------------------|--|-----------------------|
| Oct 06-Dec 06                        | Jan 07-Mar 07                          | Apr 07-Jun 07           | Jul 07-Sep 07                     | Oct 07-Dec 07   | Jan 08-Mar 08            | Apr 08-Jun 08  | Jul 08-Sep 08         |
| Recruitment/<br>Enrollment<br>Period | Enrollment Period/ Program<br>Services |                         | Program<br>Services/ Exit<br>Qtr. | 1st Qtr. after<br>Exit Qtr.<br>Placement is<br>measured                     | 2nd Qtr.<br>Follow-Up    | 3rd Qtr. after<br>Exit Qtr.<br>Attainment is<br>measured | 4th Qtr.<br>Follow-Up |
|                                      |  |                         |                                   | Literacy and<br>Numeracy<br>Gains are<br>measured<br>prior to or at<br>Exit | Contract Ends<br>6/30/08 |  |                       |

**WIA YOUTH DEVELOPMENT PROGRAM  
BUDGET PLANNING SUMMARY (STATEMENT OF WORK - EXHIBIT E)**

Program Name \_\_\_\_\_  
 Subcontractor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State \_\_\_\_\_

Total Budget \_\_\_\_\_  
 Program Period \_\_\_\_\_

| OCT. '06 | NOV. '06 | DEC. '06 | 1st Qtr | JAN. '07 | FEB. '07 | MAR. '07 | 2nd Qtr | YTD |
|----------|----------|----------|---------|----------|----------|----------|---------|-----|
|          |          |          | -       |          |          |          | -       | -   |

| APR. '07 | MAY '07 | JUNE '07 | 3rd Qtr | YTD |
|----------|---------|----------|---------|-----|
|          |         |          | -       | -   |

| JULY '07 | AUG. '07 | SEPT. '07 | 1st Qtr | YTD | OCT. '07 | NOV. '07 | DEC. '07 | 2nd Qtr | YTD |
|----------|----------|-----------|---------|-----|----------|----------|----------|---------|-----|
|          |          |           | -       | -   |          |          |          | -       | -   |

| JAN. '08 | FEB. '08 | MAR. '08 | 2nd Qtr | YTD | APR. '08 | MAY '08 | JUNE '08 | 3rd Qtr | YTD |
|----------|----------|----------|---------|-----|----------|---------|----------|---------|-----|
|          |          |          | -       | -   |          |         |          | -       | -   |


**INSTRUCTIONS FOR COMPLETING**

When completing the Budget Planning Summary (BPS), please consider the following guidelines:

The worksheet has been designed to track costs on a monthly and quarterly basis.

Based upon your approved budget, plot your planned expenses in the month you anticipate they will occur.

Each month should show monthly expected costs and the year to date (YTD) should be cumulative.

ATTACHMENT   
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