

CONTRACT**31621**

1  
2  
3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 the 1<sup>st</sup> day of January, 2010, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting held on January 5, 2010, by and between  
6 ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY, a  
7 California corporation, with offices located at 444 South Flower Street, 34<sup>th</sup> Floor, Los  
8 Angeles, California 90071, ("Provider") and the CITY OF LONG BEACH, a municipal  
9 corporation ("City") and administering entity for the Pacific Gateway Workforce  
10 Investment Network.

11 1. Recitals. This Contract is made with reference to the following facts  
12 and 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  
16 employment opportunities for economically disadvantaged, unemployed and  
17 underemployed persons consistent with the Workforce Investment Act of 1998  
18 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all  
19 regulations, directives, policies, procedures and amendments issued thereto  
20 and/or legislation, regulations, policies, directives, and/or procedures which may  
21 replace the 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  
24 City authorizing such programs and providing the funding therefore under  
25 Workforce Investment Act Master Subgrant Agreement, which has been  
26 designated as No. R970542 the ("Prime Contract"); and

27 1.3 Provider desires to participate in said program and is qualified by  
28 reason of experience, preparation, organization, staffing and facilities to provide

1 services;

2 1.4 City is willing to utilize Provider to provide layoff aversion and  
3 business retention services.

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

6 **SECTION 1. DOCUMENT INCORPORATION.**

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

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

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

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

1 Contract shall control.

2 Provider shall provide layoff aversion and business retention training in  
3 accordance with the provisions of the Contract Documents.

4 **SECTION 2. TERM.**

5 The term of this Contract ("Term") shall be deemed to have commenced as  
6 of January 6, 2010 and unless sooner terminated pursuant to the provisions hereof, shall  
7 terminate at midnight on December 31, 2010. Either of the parties hereto shall have the  
8 right to terminate this Contract in its entirety at any time during the Term for any or no  
9 reason whatsoever by giving fifteen (15) days prior written notice of termination to the  
10 other party. City shall have the additional right to cancel any part of this Contract at any  
11 time during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
12 cancellation to the Provider.

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

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

22 The total amount which shall be payable by City to Provider for Provider's  
23 services during the Term shall not exceed One Hundred Ninety Eight Thousand Four  
24 Hundred Dollars (\$198,400.00).

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

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

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

9 **SECTION 4. RECORDS.**

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

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

20 **SECTION 5. FINANCIAL REPORTS.**

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

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

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

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

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

19 **SECTION 7. ASSIGNMENT.**

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

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

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

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

5 **SECTION 9. INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **SECTION 11. NOTICES.**

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



1 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's  
2 address for service of any such notices shall be ECONOMIC DEVELOPMENT  
3 CORPORATION OF LOS ANGELES, 444 South Flower Street., 34<sup>th</sup> Floor, Los Angeles,  
4 California 90071, Attention Susan Stel, Telephone (213) 236-4826, Fax. No. (213) 622-  
5 7100.

6 **SECTION 12. CONTRACT ADMINISTRATION.**

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

10 **SECTION 13. ENTIRE AGREEMENT.**

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

17 **SECTION 14. CAPTIONS AND ORGANIZATION.**

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

22 **SECTION 15. TAX IDENTIFICATION NUMBER.**

23 Provider's Tax Identification Number is [REDACTED]

24 **SECTION 16. AUTHORIZATION TO EXECUTE.**

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

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

4 ECONOMIC DEVELOPMENT CORPORATION  
5 OF LOS ANGELES COUNTY, a California  
6 corporation

7 Dated: April 14, 2010

8 By William C. Allen  
9 Title CEO

10 Dated: April 13, 2010

11 By Susan D. Stef  
12 Title CFO

13 "Provider"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 Dated: 4-26, 2010

17 By [Signature], Assistant City Manager  
18 City Manager  
19 "City" ~~EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.~~

20 The foregoing Contract is hereby approved as to form this 20<sup>th</sup> day of  
21 April, 2010.

22 ROBERT E. SHANNON, City Attorney  
23 By [Signature] Deputy  
24  
25  
26  
27  
28

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

# Exhibit A

Dist WIA 6/10/09

## WIA SUBGRANT AGREEMENT

REGISTRATION NO: R970542  
MODIFICATION NO: 07  
SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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

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

GOVERNMENTAL ENTITY: YES

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

Funding Detail Chart	Exhibit AA, pages 1 through 2
Title I-A (ARRA ADULT FORMULA)	Exhibit BB, pages 1 through 1
Title I-Y (ARRA YOUTH FORMULA)	Exhibit LL, pages 1 through 1
Title I-D (ARRA RAPID RESP FORMULA)	Exhibit MM, pages 1 through 1
Title I-Y (ARRA YOUTH SUMMER FORMULA)	Exhibit QQ, pages 1 through 1
Title I-D (ARRA DSLCT WORKER FORMULA)	Exhibit BB, pages 1 through 1

ARRA Provisions:

ARRA 2009 Provisions                      Exhibit A                      3 Pages

ALLOCATION(s):	PRIOR AMOUNT: \$12,811,255.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$0.00
	TOTAL: \$12,811,255.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2008 to 06/30/2011	

PURPOSE: This adds American Recovery and Reinvestment Act (ARRA) provisions and extends the term end date for GCs 102, 103, 105, and 106; and participants only GC 107 to June 30, 2011.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

*for April C. Eales*

Unilateral modification. Subgrantee Signature not required.

Name and Title  
BOB HERMSMEIER  
CHIEF  
WORKFORCE SERVICES DIVISION

Name and Title

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

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*Signature of EDD Accounting Officer*

*Signature of EDD Contract Officer*

Signature of EDD Accounting Officer

Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: YES  
Chapter 268 Statutes: 2008 FY: 08/09

PPS

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542  
MODIFICATION NO: 07

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96489 ARRA ADULT FORMULA (102) : 02/17/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$1,158,051.00	\$0.00	\$0.00	\$1,158,051.00
96159 WIA TITLE I ADULT FORMULA (201) : 07/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$343,073.00	\$0.00	\$0.00	\$343,073.00
98289 WIA TITLE I ADULT FORMULA (202) : 10/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$1,633,460.00	\$0.00	\$0.00	\$1,633,460.00
TOTAL TITLE I-A	\$3,134,584.00	\$0.00	\$0.00	\$3,134,584.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96459 ARRA RAPID RESP FORMULA (106) : 02/17/2009 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$628,309.00	\$0.00	\$0.00	\$628,309.00
96499 ARRA DSLCT WORKER FORMULA (105) : 02/17/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$1,861,230.00	\$0.00	\$0.00	\$1,861,230.00
96219 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2008 to 06/30/2009 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$88,299.00	\$0.00	\$0.00	\$88,299.00
98429 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2008 to 06/30/2009 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$264,895.00	\$0.00	\$0.00	\$264,895.00
98429 TITLE I DISLOCATED WORKER (307) : 12/01/2008 to 12/31/2009 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$257,136.00	\$0.00	\$0.00	\$257,136.00
96209 TITLE I DISLOCATED WORKER (499) : 07/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$431,790.00	\$0.00	\$0.00	\$431,790.00
98219 TITLE I DISLOCATED WORKER (500) : 10/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$1,090,276.00	\$0.00	\$0.00	\$1,090,276.00
96209 TITLE I DISLOCATED WORKER (501) : 07/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$0.00	\$0.00	\$0.00
98219 TITLE I DISLOCATED WORKER (502) : 10/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$0.00	\$0.00	\$0.00
96219 TITLE I RAPID RESPONSE (527) : 03/01/2009 to 09/30/2010 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$100,000.00	\$0.00	\$0.00	\$100,000.00
TOTAL TITLE I-D	\$4,721,935.00	\$0.00	\$0.00	\$4,721,935.00
<b>TITLE I-W: WIA DEMONSTRATION PROJECT</b>				

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

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 2 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542  
MODIFICATION NO: 07

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
96929 TITLE I 15% PILOT SPEC PR (441) CBLL : 10/01/2008 to 12/31/2010 Prog/Element 61/ 35 Ref 001 Fed Catlg 417261	\$19,500.00	\$0.00	\$0.00	\$19,500.00
98039 SPECIAL WIA GRANT (739) : 07/01/2008 to 06/30/2009 Prog/Element 61/ 80 Ref 001 Fed Catlg 417261	\$141,000.00	\$0.00	\$0.00	\$141,000.00
TOTAL TITLE I-W	\$160,500.00	\$0.00	\$0.00	\$160,500.00
TITLE I-Y: YOUTH				
96479 ARRA YOUTH FORMULA (103) : 02/17/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,726,003.00	\$0.00	\$0.00	\$2,726,003.00
ARRA YOUTH SUMMER FORMULA (107) : 02/17/2009 to 06/30/2011 Prog/Element / Ref Fed Catlg 417259	\$0.00	\$0.00	\$0.00	\$0.00
96109 WIA TITLE I YOUTH FORMULA (301) : 04/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,068,233.00	\$0.00	\$0.00	\$2,068,233.00
TOTAL TITLE I-Y	\$4,794,236.00	\$0.00	\$0.00	\$4,794,236.00
GRAND TOTAL:	\$12,811,255.00	\$0.00	\$0.00	\$12,811,255.00

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

**WORKFORCE INVESTMENT ACT (WIA) PROGRAM  
SUBGRANT AGREEMENT ADDENDUM  
for  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) PROVISIONS**

**CFDA # 17.258 WIA Adult Program  
CFDA #17.259 WIA Youth Activities  
CFDA #17.260 WIA Dislocated Workers**

- 1. Relationship to Other Agreements:** Unless inconsistent with specific terms and conditions provided herein, the terms and conditions of the Program Year (PY) 2008-09 WIA Title I annual subgrant funding agreement between the State of California, Employment Development Department (Subgrantor), and the Subgrantee apply to the funds identified in Section 2 and are hereby incorporated by reference.
- 2. Subgrant Funds:** This subgrant agreement addendum addresses additional requirements applicable to funds appropriated in the American Recovery and Reinvestment Act of 2009 (ARRA or the Recovery Act, P.L. 111-5) for WIA Title I Youth, Adult, and Dislocated Worker programs. ARRA funds will be available to Subgrantees as Program PY 2008-09 funds.
- 3. Purposes and Principles:** In accordance with the intent of the ARRA, funds must be spent expeditiously and effectively, with full transparency and accountability in the expenditure of funds. The ARRA provides more than an injection of workforce development resources into communities in need across the country. The significant investment of stimulus funds presents an extraordinary and unique opportunity for the workforce system to accelerate its transformational efforts and demonstrate its full capacity to innovate and implement effective One-Stop service delivery strategies. As the Subgrantee plans how their One-Stop systems will make immediate use of the ARRA funds, the U.S. Department of Labor, Employment and Training Administration (ETA) and the Subgrantor encourages them to take an expansive view of how the funds can be integrated into transformational efforts to achieve a new level of effectiveness throughout the public workforce system. In this system, the needs of workers and employers are equally important in developing thriving communities where all citizens succeed and businesses prosper. Successful implementation of the ARRA includes not only quick and effective provision of services and training for workers in need, but also leveraging changes in the system's basic operations to emerge as a strong, invigorated, innovative public workforce system capable of helping enable future economic growth and advancing shared prosperity for all Americans. Subgrantees are advised that the ARRA funds are intended to supplement, not supplant existing WIA Title I funds.
- 4. Limit on Funds:** None of the funds appropriated or otherwise made available in the ARRA may be used by any Subgrantee, local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 5. DUNS/CCR:** Subgrantees must have a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and must maintain active and current profiles in the Central Contractor Registration (CCR). ([www.ccr.gov](http://www.ccr.gov)).

- 6. Schedule of Expenditures of Federal Awards:** Subgrantees agree to separately identify the expenditures for each subgrant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number (AA-17110-08-55-A-6), the Catalog of Federal Domestic Assistance (CFDA) number, the prefix "ARRA-" in the name of the Federal program, and the amount, such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with any reports required by ARRA Section 1512(c).
- 7. Responsibilities for Informing Subrecipients:** Subgrantees agree to separately identify to each of their subrecipients and document at the time of the subgrant and at the time of disbursement of funds, the Federal award number (AA-17110-08-55-A-6), the CFDA number, and the amount of ARRA funds.
- 8. Reporting: Program Management and Financial Expenditure:** Accountability guidelines for the ARRA emphasize data quality, streamlining data collection, and collection of information that shows measurable program outputs. The ARRA also emphasizes transparency and frequent communication with the American public about the nature of the ARRA investments. Accordingly, the ETA is developing reporting guidelines that will minimize any new collection burdens yet provide timely accurate accounting of system performance and outcomes. The Subgrantees shall collect and report information as conveyed in upcoming ARRA reporting instructions to be issued by the Subgrantor, following the receipt by the Subgrantor of ETA instructions.
- 9. Applicable Authority:** ARRA funds provided under this subgrant agreement addendum must be expended in accordance with all applicable federal statutes, regulations, policies, and guidance, including those of the ARRA of 2009 and the Workforce Investment Act of 1998 (*as presently in effect and as may become effective during the terms of this Agreement*). In addition, the ARRA funds must be spent in accordance with the applicable approved WIA State plan including approved modifications and amendments to the plan and with the applicable approved WIA Local plan including approved modifications and amendments to the plan.
- 10. Fund Expenditure Period:** Pursuant to the ARRA, the period of availability for funds between the ETA and the State of California (Subgrantor) is February 17, 2009 through June 30, 2011, in accordance with existing terms and conditions of the PY 2008-09 funding agreement. The availability of funds provided by the Subgrantor to the Subgrantee may vary; and will be stated for each subgranted funding amount on the WIA Subgrant Agreement Funding Detail Sheet of the applicable subgrant. It is the Congress' intent, as well as that of the Federal Administration, that the majority of these funds will be utilized within the first year of availability.
- 11. Fund Obligation:** ARRA funds shall be obligated, by the Subgrantor, via a unilateral subgrant modification to the existing PY 2008-09 WIA Title I annual subgrant funding agreement between the Subgrantor and the Subgrantee. If there is no existing PY 2008-09 WIA subgrant funding agreement, the ARRA funds will be obligated via a bilateral subgrant agreement between the Subgrantor and the Subgrantee and thereafter modified, if necessary, by unilateral subgrant modifications. Obligations and costs may not exceed the amount obligated in the subgrant unless otherwise modified by the Subgrantor. The ARRA funds provided may be adjusted, if necessary, under the provisions of Section 8., Funding, of the PY 2008-09 WIA subgrant agreement.

**12. Veterans' Priority Provisions:** ARRA funds, as with the WIA funds that they supplement, funded by the U.S. Department of Labor, are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. In addition, in accepting these ARRA funds, the Subgrantee assures that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).

**13. General Provisions of ARRA, as applicable:** The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions.

**Wage Rate Requirements:** Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Subgrantor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 16064)

**Whistleblower Protection:** Each Subgrantee and their subrecipients awarded funds made available under the ARRA shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

**Buy American – Use of American Iron, Steel, and Manufactured Goods:** None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements. **NOTE:** WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to Subgrantees.

**14. Acceptance of Addendum:** The Subgrantee's expenditure of any funds properly subgranted hereunder constitutes acceptance of the ARRA fund award, including any new or additional terms and conditions as may be attached hereto.



EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT BB  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: ARRA ADULT FORMULA 102

TERM OF THESE FUNDS: 02/17/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

This modification extends the term end date for American Recovery and Reinvestment Act (ARRA) funds for Adult formula activities under grant code 102 to June 30, 2011 in accordance with language in Training and Employment Guidance Letter (TEGL) No. 14-08, Change 1, dated April 15, 2009.

This modification also adds Exhibit A, which contains ARRA specific language and requirements, which is applicable to the use of the ARRA funds in this grant code.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT LL  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: ARRA YOUTH FORMULA 103

TERM OF THESE FUNDS: 02/17/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

This modification extends the term end date for American Recovery and Reinvestment Act (ARRA) funds for Youth formula activities under grant code 103 to June 30, 2011 in accordance with language in Training and Employment Guidance Letter (TEGL) No. 14-08, Change 1, dated April 15, 2009.

This modification also adds Exhibit A, which contains ARRA specific language and requirements, which is applicable to the use of the ARRA funds in this grant code.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT BB  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: ARRA DW FORMULA 105

TERM OF THESE FUNDS: 02/17/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

This modification extends the term end date for American Recovery and Reinvestment Act (ARRA) funds for Dislocated Worker formula activities under grant code 105 to June 30, 2011 in accordance with language in Training and Employment Guidance Letter (TEGL) No. 14-08, Change 1, dated April 15, 2009.

This modification also adds Exhibit A, which contains ARRA specific language and requirements, which is applicable to the use of the ARRA funds in this grant code.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT MM  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: ARRA RR FORMULA 106

TERM OF THESE FUNDS: 02/17/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

This modification extends the term end date for American Recovery and Reinvestment Act (ARRA) funds for Dislocated Worker 25% Rapid Response activities under grant code 106 to June 30, 2011.

This modification also adds Exhibit A, which contains ARRA specific language and requirements, which is applicable to the use of the ARRA funds in this grant code.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT QQ  
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: ARRA YOUTH SUMMER 107

TERM OF THESE FUNDS: 02/17/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

This modification extends the term end date for grant code 107, which is used for Summer Youth participant reporting under the American Recovery and Reinvestment Act (ARRA), to June 30, 2011.

This modification also adds Exhibit A, which contains ARRA specific language and requirements, which is applicable when using ARRA funds for participants under this grant code.

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

WIA (3/2000)

**Exhibit B**  
**Pacific Gateway Workforce Investment Network**  
**SCOPE OF WORK**  
**LAYOFF AVERSION PROJECT**

**VENDOR:** Economic Development Corporation of Los Angeles County  
*(Hereinafter referred to as "Vendor")*

**TERM:** January 6, 2010 – December 31, 2010

**AMOUNT:** Not to Exceed \$198,400

**ABSTRACT:** Provide Layoff Aversion/Business Retention Services for the  
 Cities of Torrance, Harbor City/Harbor Gateway

This Layoff Aversion/Business Retention Services is funded by the American Recovery and Reinvestment Act (ARRA) and administered by the Pacific Gateway Workforce Investment Network (Network), an administrative entity of the City of Long Beach. The Network will provide overall project management and oversight in collaboration with the project partners. The Economic Development Corporation of Los Angeles County (LAEDC), herein after referred to as Vendor, shall administer the services described in this agreement.

**A. PROJECT SUMMARY**

Focus Area	Number of Business - Outreach	Number of At-Risk Businesses Contacts	Number of Employees in At-Risk Businesses (75 or less employees per business)
Torrance	1,800	270	Up to 20,250
Harbor City/Gateway	200	30	Up to 2,250
<b>Total</b>	<b>2,000</b>	<b>300</b>	<b>Up to 22,500</b>

<b>Key Deliverables</b>	<b>Milestone dates</b>
1. Selection of key staff: <ul style="list-style-type: none"> <li>• (1) VP of Business Assistance</li> <li>• (2) Business Assistance Managers</li> <li>• (1) Regional Manager</li> <li>• (1) Business Assistance Associate</li> <li>• (2) Trade Managers</li> <li>• (1) Chief Financial Officer</li> <li>• (1) Accounting Manager</li> </ul>	2/28/2010
2. Development of a standard, simple survey instrument to enable the Program Coordinator and Business Outreach Consultants to seek information about at-risk businesses.	4/30/2010

<ul style="list-style-type: none"> <li>• The survey may include: business size, markets addressed, number of employees, whether the business is facing imminent workforce reductions, other key information</li> <li>• The survey will be available in various formats in-person (face-to-face), mail-in, web-based, etc.</li> </ul>	
<p>3. Outreach and identification of at-risk businesses through, but not limited to, the utilization of several business databases utilizing various indicators, targeted informational mailings, follow up email and phone calls.</p> <p>Scheduling of visitations to at-risk businesses identified. Each visitation will include the completion of the survey instrument.</p>	Throughout
<p>4. Conduct approximately 15 - 20 resource referral meetings per week.</p> <p>Create/develop approximately 300 action plans for identified "at risk" businesses for continuous improvement</p>	Throughout
<p>5. Key collaborations established with the following organizations:</p> <ul style="list-style-type: none"> <li>• Key departments of the City of Long Beach: <ul style="list-style-type: none"> <li>• Community Development Department</li> <li>• Water Department</li> <li>• Gas and Oil Department</li> <li>• Development Services</li> <li>• City Manager's Office</li> <li>• Workforce Investment Board</li> </ul> </li> <li>• Cities of Torrance, Harbor Gateway and Harbor City</li> <li>• Enterprise Zone Office</li> <li>• Utility Companies, such as Southern California Edison, The Gas Company, Long Beach Gas and Water, LADWP</li> <li>• Community Colleges of Long Beach, El Camino, and L.A. Harbor</li> <li>• Small Business Development Centers</li> <li>• CMTC</li> <li>• LAEDC member companies (e.g., financial institutions, law firms, CPA's, and real estate brokers)</li> </ul>	Throughout
<p>6. Attendance at all meetings and/or training sessions as identified by the Network</p>	Throughout

7. Immediate referrals of businesses that need specific assistance	Throughout
8. Monthly reports to be provided to the Network. Reports must, at minimum, include key accomplishments, progress, task completion, as well as update on project collaboration/partnerships.	Throughout

**B. PROGRAM PERFORMANCE REQUIREMENTS**

Vendor must maintain documentations relative to the project activities coordinated and provided to businesses. Vendor must submit to the Network a summary of all project activities. If Vendor cannot fulfill the obligations of this agreement, the Vendor must notify the Network’s Program Manager in writing immediately.

**C. TECHNICAL ASSISTANCE & MANDATORY MEETINGS**

Network shall provide program and administrative assistance to Vendor to ensure that project goals are met. This includes grant overview and technical assistance. Vendor will be required to participate as an active and vested partner in mandatory meetings, trainings, and staff development sessions.

**D. FINANCIAL REPORTING/INVOICING**

Payments will be based upon the satisfactory achievement of the agreement and payment benchmarks (Exhibit A) and/or availability of ARRA funds. Vendor will ensure invoices are accurate and submitted on 15<sup>th</sup> of each month. The Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Marian Young

**E. PAYMENT SCHEDULE**

AMOUNT: Not to Exceed \$198,400

Please consider the deliverables for payment.

QTR 1	JAN-10	FEB-10	MAR-10
Monthly Payment	\$22,000.00	\$22,000.00	\$22,000.00
PTD Expenditures	\$22,000.00	\$44,000.00	\$66,000.00
PTD Expenditure Rate	11%	22%	33%
% Of Total Contract	11.0%	11.0%	11.0%



<b>QTR 2</b>	<b>APR-10</b>	<b>MAY-10</b>	<b>JUN-10</b>
<b>Monthly Payment</b>	\$17,750.00	\$17,750.00	\$17,750.00
<b>PTD Expenditures</b>	\$83,750.00	\$101,500.00	\$119,250.00
<b>PTD Expenditure Rate</b>	42%	51%	60%
<b>% Of Total Contract</b>	8.9%	8.9%	8.9%

<b>QTR 3</b>	<b>JUL-10</b>	<b>AUG-10</b>	<b>SEP-10</b>
<b>Monthly Payment</b>	\$13,250.00	\$13,250.00	\$13,250.00
<b>PTD Expenditures</b>	\$132,500.00	\$145,750.00	\$159,000.00
<b>PTD Expenditure Rate</b>	67%	73%	80%
<b>% Of Total Contract</b>	6.7%	6.7%	6.7%

<b>QTR 4</b>	<b>OCT-10</b>	<b>NOV-10</b>	<b>DEC-10</b>
<b>Monthly Payment</b>	\$13,150.00	\$13,150.00	\$13,150.00
<b>PTD Expenditures</b>	\$172,150.00	\$185,300.00	\$198,400.00
<b>PTD Expenditure Rate</b>	87%	93%	100%
<b>% Of Total Contract</b>	6.6%	6.6%	6.6%