

1 CONTRACT

2 32792

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 August 1, 2012, pursuant to a minute order adopted by the City Council of the City of
5 Long Beach at its meeting held on July 10, 2012, by and between CALIFORNIA STATE
6 UNIVERSITY LONG BEACH RESEARCH FOUNDATION FOR COLLEGE OF
7 EDUCATION, a Public Education Entity, with offices located at 6300 State University
8 Drive, # 332, Long Beach, California, 90815, ("Contractor") and the CITY OF LONG
9 BEACH, a municipal corporation ("City") and administering entity for the Pacific Gateway
10 Workforce Investment Network.

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

13 A. The City submitted an application ("Application") to the
14 Employment Development Department (the "State") of the State of California,
15 Employment Development Department, for funds to provide meaningful training
16 and 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 B. 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. K386302 and 11-W128 the ("Prime Contract"); and

27 C. Contractor desires to participate in said program and is
28 qualified by reason of experience, preparation, organization, staffing and facilities

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

1 to provide services;

2 D. City is willing to utilize Contractor to provide contract services
3 to support WIA funded program services. Services include, educational and job
4 training to Pacific Gateway participants under the Special Education Credential
5 Program.

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

8 1. DOCUMENT INCORPORATION.

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

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

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

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

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

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

7 2. TERM.

8 The term of this Contract ("Term") shall be deemed to have commenced as
9 of July 1, 2012, and unless sooner terminated pursuant to the provisions hereof, shall
10 terminate at midnight on June 30, 2013. Either of the parties hereto shall have the right
11 to terminate this Contract in its entirety at any time during the Term for any or no reason
12 whatsoever by giving fifteen (15) days prior written notice of termination to the other
13 party. City shall have the additional right to cancel any part of this Contract at any time
14 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
15 cancellation to the Contractor.

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

24 3. PERFORMANCE REVIEW.

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

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

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

8 4. CONTRACT AMOUNT AND PAYMENT.

9 The total amount which shall be payable by City to Contractor for
10 Contractor's services during the Term shall not exceed Three Hundred Fifty-Seven
11 Thousand Dollars (\$357,000.00).

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

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

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

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

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

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

27 Public or private non-profit contractor revenues in excess of costs are to be
28 treated as program income or profits in accordance with the City of Long Beach Program

1 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as amended, and will be used to
2 further program objectives unless the Governor of the State of California requires that
3 such income be turned over to the State.

4 5. RECORDS.

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

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

15 6. FINANCIAL REPORTS.

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

28 ///

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

8 7. ACCOUNTING PROCEDURES.

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

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

21 A. Maintain a bank account and perform monthly bank
22 reconciliations.

23 i. Deposit all receipts in the bank account promptly and
24 intact. (Do not pay any expense directly out of cash receipts).

25 ii. Maintain bank validated copies for every deposit slip in
26 chronological order. Each deposit slip should include sufficient detail to
27 explain the source of the funds being deposited. (This may be done by
28 recording the details on the deposit slip or by attaching supporting

1 documentation which may have been received with the receipts.)

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

4 B. Designate specific employees to perform each of the following
5 functions:

6 i. Receipt for goods and services provided to Contractor.
7 ii. Approve the purchase of goods and services for
8 Contractor.

9 iii. Approve employee time sheets.
10 iv. Each above function shall be designated to a different
11 employee.

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

14 i. Original invoice from each vendor.
15 ii. Indication by signature and date of an authorized
16 employee that the goods or services were received by the Contractor. This
17 may be done on a separate receiving report, a copy of a packing slip or on
18 the invoice itself.

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

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

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

27 i. Bank statements and bank reconciliations.
28 ii. Deposit slips and supports.

- 1 iii. Checks and supports.
- 2 iv. Time sheets or documentation to verify Contractor's
- 3 labor costs.
- 4 v. Cash receipts and cash disbursement journals.
- 5 vi. Requests for reimbursement and supports.
- 6 vii. Financial statements.

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

9 G. Contractor must adhere to all audit requirements as outlined
10 in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR
11 97.26 and 29 CFR 95.26 as applicable.

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

17 8. INDEPENDENT CONTRACTOR STATUS.

18 It is distinctly understood that in the performance of this Contract, the
19 Contractor shall at all times be considered a wholly independent contractor and that
20 Contractor's obligations to and authority from the City are solely as are prescribed by this
21 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
22 any manner represent that Contractor or any of its agents, volunteers, subscribers,
23 members, officers or employees are in any manner the officers, employees or agents of
24 the City or the Pacific Gateway Workforce Investment Board (PGWIB), an unincorporated
25 non-profit association. Contractor shall not have any authority to bind the City or PGWIB
26 at any time or for any purpose. Contractor or any of Contractor's officers, employees or
27 agents shall not have any power or authority as agents or employees of the City or
28 PGWIB and shall not be entitled to any of the rights, privileges or benefits of a City or

1 PGWIB employee.

2 9. ASSIGNMENT.

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

5 10. INDEMNIFICATION AND HOLD HARMLESS.

6 No Party or any of its officers, agents, volunteers, contractors, or
7 employees shall be responsible for any damage or liability arising out of any acts or
8 omissions on the part of another Party under or in connection with any obligation under
9 this Agreement.

10 Contractor shall indemnify, defend and hold harmless the City, its officers,
11 agents, volunteers, contractors, and employees from any and all liability, loss, expense
12 (including reasonable attorneys' fees and other defense cost), or claims imposed for
13 damages of any nature whatsoever, including but not limited to, bodily injury, death,
14 personal injury, or property damage arising out of any acts or omissions on the part of the
15 Contractor's own officers, agents, contractors, or employees under or in connection with
16 any obligation under this Agreement.

17 City shall indemnify, defend and hold harmless the State of California, The
18 Trustees of the California State University, The California State University Long Beach,
19 the California State University Long Beach Research Foundation their -officers, agents,
20 volunteers, contractors, and employees from any and all liability, loss, expense (including
21 reasonable attorneys' fees and other defense cost), or claims imposed for damages of
22 any nature whatsoever, including but not limited to, bodily injury, death, personal injury,
23 or property damage arising out of any acts or omissions on the part of the City's own
24 officers, agents, contractors, or employees under or in connection with any obligation
25 under this Agreement. This indemnity shall survive termination of this Agreement.

26 11. INSURANCE.

27 Concurrent with the execution of this Contract by Contractor, as a condition
28 precedent to the effectiveness of this Contract, and in partial performance of the

1 obligations of indemnity assumed by Contractor under Section 10 above, Contractor shall
2 procure and maintain during the Term at Contractor's expense.

3 A. Comprehensive General Liability in an amount not less than
4 Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or
5 Four Million Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal
6 injury and property damage. The indemnified parties shall be covered as insureds
7 as respects liability arising out of activities performed by or on behalf of the
8 Contractor and coverage shall be in a form acceptable to the Risk Manager of the
9 City ("Risk Manager").

10 B. Automobile Liability in an amount not less than Five Hundred
11 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily
12 injury and property damage covering owned, non-owned and hired vehicles.

13 C. Workers' Compensation as required by the Labor Code of the
14 State of California and Employers' Liability Insurance with limits of One Million
15 Dollars (\$1,000,000.00) per occurrence.

16 D. Accidental Medical, Death and Dismemberment Insurance for
17 all participants not entitled to workers' compensation benefits under the provisions
18 of Section 3700 of the Labor Code of the State of California, unless this
19 requirement has been waived in writing by the Risk Manager. Said insurance shall
20 have limits of not less than One Hundred Thousand Dollars (\$100,000.00)
21 Accident Medical and Twenty-Five Thousand Dollars (\$25,000.00) Accidental
22 Death and Dismemberment.

23 E. Blanket Honesty or Comprehensive Crime Bond in an amount
24 of fifty percent (50%) of sums payable under this Contract, or Twenty-Five
25 Thousand Dollars (\$25,000.00), whichever is higher, to safeguard the proper
26 handling of funds by those employee's agents or representatives of the Contractor
27 who sign as the maker of checks or drafts or in any manner authorize the
28 disbursement or expenditure of said funds.

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

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

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

22 12. DRUG-FREE WORKPLACE.

23 Contractor shall comply with Government Code Sections 8350 et seq. and
24 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
25 limited to, the following:

- 26 A. Publishing a statement notifying employees that unlawful
27 manufacture, distribution, dispensation, possession, or use of a controlled
28 substance is prohibited and specifying actions to be taken against employees for

1 violations, as required by Government Code Section 8355(a).

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

- 4 i. The dangers of drug abuse in the workplace,
5 ii. The person's or organization's policy of maintaining a
6 drug-free workplace,
7 iii. Any available counseling, rehabilitation and employee
8 assistance programs, and
9 iv. Penalties that may be imposed upon employees for
10 drug abuse violations.

11 C. Ensuring that every employee who provides services under
12 this Contract:

- 13 i. Will receive a copy of Contractor's drug-free policy
14 statement, and
15 ii. Will agree to abide by the terms of Contractor's
16 statement as a condition of employment on this Contract:

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

22 13. NON-DISCRIMINATION.

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

27 It is the policy of City to encourage the participation of Disadvantaged,
28 Minority and Women-Owned Business Enterprises in City's procurement process, and

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

9 14. CONFIDENTIALITY.

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

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

24 15. BREACH OF CONFIDENTIALITY.

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

- 27 A. Contractor demonstrates Contractor knew prior to the time
28 City disclosed it; or

1 B. Is or becomes publicly available without breach of this
2 Contract by Contractor; or

3 C. A third party who has a right to disclose such information does
4 so to Contractor without restrictions on further disclosure; or

5 D. Must be disclosed pursuant to subpoena, court order, state or
6 federal WIA rules and regulations, federal Department of Labor rules and
7 regulations, or the rules and regulations of any other governmental agency having
8 jurisdiction over WIA administration.

9 16. NOTICES.

10 All notices required or given pursuant to the provisions hereof may be
11 served either by: (1) enclosing the same in a sealed envelope addressed to the party
12 intended to receive the same at the address indicated herein and deposited postage
13 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
14 personal service. Such notices shall be effective on the date personal service is effected
15 or the date of the signature on the return receipt. For the purposes hereof, the address of
16 the City and the proper party to receive any such notices in its behalf is the City Manager,
17 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's
18 address for service of any such notices shall be California State University Long Beach,
19 6300 State University Drive, # 332, Long Beach, California, 90815, Attention Sandra
20 Shereman, Telephone (562) 985-7619, Fax. No. (562) 985-8665.

21 17. CONTRACT ADMINISTRATION.

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

25 18. CORPORATE STATUS.

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

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

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19. ENTIRE AGREEMENT.

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

20. CAPTIONS AND ORGANIZATION.

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

21. TAX IDENTIFICATION NUMBER.

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

22. AUTHORIZATION TO EXECUTE.

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

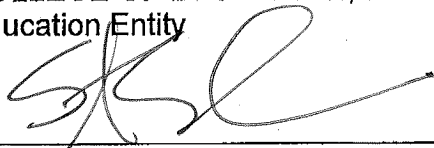
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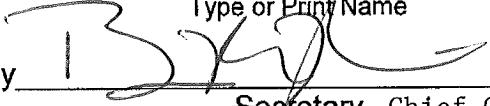
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CALIFORNIA STATE UNIVERSITY LONG BEACH RESEARCH FOUNDATION FOR COLLEGE OF EDUCATION, a California Education Entity

8.14, 2012

By 
President Sr. Director
Sandra A. Shereman Sponsored Programs
Type or Print Name

08/16, 2012

By 
Secretary Chief Operating Officer
Brian Nowlin
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10.2, 2012

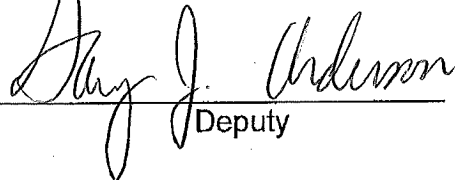
By 
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 20th day of September, 2012.

ROBERT A. SHANNON, City Attorney

By 
Deputy

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

Exhibit A

WIA SUBGRANT AGREEMENT

PACIFIC GATEWAY WRKFRM INV NET

REGISTRATION NO: K386302
 MODIFICATION NO: NEW
 SUBGRANTEE CODE: LBC

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

SUBGRANTEE: PACIFIC GATEWAY WRKFRM INV NET
 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 PACIFIC GATEWAY WRKFRM INV NET, 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 14
 Exhibit DD, pages 1 through 1

APPROVED AS TO FORM
May 14, 2012
 ROBERT E. SHANNON, City Attorney
 By *Gary J. Anderson*
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

ALLOCATION(s):	PRIOR AMOUNT: \$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$2,207,416.00
	TOTAL: \$2,207,416.00 ✓

TERMS OF AGREEMENT: From 04/01/2012 to 06/30/2014 Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate the Program Year (PY) 2012-13 WIA subgrant and incorporate WIA Youth formula funding under grant code 301. The term of these funds are from 04-01-12 to

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature)
	 5-21-12
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title Patrick H. West 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:
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANTEE NAME: PACIFIC GATEWAY WRKFRC INV NET

SUBGRANT NO: K386302
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I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2012 to 06/30/2014 ✓ Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,207,416.00 ✓	\$0.00	\$2,207,416.00
TOTAL TITLE I-Y	\$0.00	\$2,207,416.00	\$0.00	\$2,207,416.00
GRAND TOTAL:	\$0.00	\$2,207,416.00	\$0.00	\$2,207,416.00

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

EXHIBIT COVER SHEET

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EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: PACIFIC GATEWAY WRKFRC INV NET
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2012 TO: 06/30/2014

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 this Local Workforce Investment Area's (LWIA) new Program Year (PY) 2012-13 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire youth formula allocation for PY 2012-13. The term dates for these funds is April 1, 2012 to June 30, 2014.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services 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)

WIA SUBGRANT AGREEMENT

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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). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the

Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 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).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 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 transactions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

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

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

j). Priority Hiring Considerations:

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.

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

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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, and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

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

- (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

n). Indemnification:

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

Pursuant to the provision of Section 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

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

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

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

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 _____, 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.
- 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

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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 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

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approval of said amendment.

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

11. Reporting

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

12. Termination

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

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

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

Notices to the Subgrantee will be addressed to:

David Gonzalez
Interim Executive Director
3447 Atlantic Ave.
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Services 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.
Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) 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 statues, 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 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

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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 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 Subgrantee 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. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (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 (refer to 29 CFR, 97.36(i)(8)) 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.

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- (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 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

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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 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

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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 involving the records has been started before the end of 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: Art O'Neal
 Title: Section Manager
 Address: P.O. Box 826880, MIC 69
 Sacramento, CA 94280-0001
 Telephone: (916) 654-9699

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Fax: (916) 654-9657

FOR THE SUBGRANTEE

Name: David Gonzalez
Title: Interim Executive Director
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.

Revised October 2007

**AGREEMENT NO. 11-W128
BETWEEN SOUTH BAY WORKFORCE INVESTMENT BOARD, INC AND PACIFIC
GATEWAY WORKFORCE INVESTMENT NETWORK**

THIS AGREEMENT is made and entered into this 1st day of September by and between the **South Bay Workforce Investment Board, Inc.**, a non-profit public benefit corporation, on behalf of the City of Hawthorne, herein after referred to as the "SBWIB, Inc." and **Pacific Gateway Workforce Investment Network**, administered by the City of Long Beach, a municipal corporation, hereinafter referred to as "Contractor" with its principal place of business located at **3447 Atlantic Ave., Long Beach, CA 90807.**

WHEREAS, the City of Hawthorne has delegated its rights, duties and responsibilities to the SBWIB, INC., which is authorized to act for purposes of the Agreement; and,

WHEREAS, on June 30, 2011, the SBWIB , Inc. was awarded an National Emergency Grant (NEG) from the U.S. Department of Labor (DOL), for the CA Multi-Sector Workforce Partnership— Project (CA Multi-Sector Partnerships) which consists of 21 geographically contiguous local workforce investment boards (LWIB); and

WHEREAS, this project, herein referred to as the "CA Multi-Sector Partnerships" which features the participation of LWIBs in the Northern, Central and Southern California regions; and

WHEREAS, this partnership is to provide core, intensive, training, and support services to dislocated workers who reside in economically vital regions of the state; and

WHEREAS, the Contractor represents itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as Federal, State and local regulations regarding DOL's funds;

WHEREAS, the SBWIB, Inc. desires the Contractor to provide said services to dislocated workers; and,

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I - CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide core, intensive, training and supportive services as set forth in the Exhibits and Attachments listed below, [attached hereto and incorporated herein by this reference]:

Exhibit A	Statement of Work – CA Multi-Sector Partnership
Attachment A	Statement of Work - CA Multi-Sector Workforce Partnership (NEG) Application
Attachment A-1	Contractor's Layoff Events
Attachment B	Assurances
Attachment C	Project Administration
Attachment D	Contractor's Administration
Exhibit B	Budget Summary Forms
Exhibit B1	Request for Cash Form
Exhibit C	General Provisions
Exhibit D	Consultant

Further Responsibilities.

Contractor shall:

- A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Board Inc. (SBWIB, Inc.), the State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement. Provide services funded under this Agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB, INC..
- B. Provide facilities which are adequate to fulfill the requirements of this Agreement.
- C. Provide services as described in Statement of Work , Exhibit A and Attachment A.

D. Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

E. Take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by Contractor's employees and participants.

F. Allow inspection of such records, reports, books, financial statements, and other documents required herein will be opened to inspection by and permitted access to the Comptroller General of the United States, the SBWIB, Inc., the State, independent auditor(s), and/or the US Department of Labor, or designees of any of these agencies at anytime during Contractor's normal business hours.

II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable admin/program costs described in Exhibit B, Budget Summary Forms shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon un-budgeted amounts and in no case shall the total amount of reimbursement by SBWIB, Inc. under this Agreement exceed the sum of \$ 1,623,109.

A.1. CA Multi-Sector Partnership Monthly Expenditure Report – Contractor shall document its expenditures using the Report format approved and provided by the SBWIB, Inc.

A.2. Monthly Expenditure Report Submission – Contractor shall submit, on or before the fifteen (15th) working day of each month, a complete and accurate monthly report including allowable accruals on forms approved and provided by the SBWIB, Inc.

B. Request for Cash - Contractor shall submit to the SBWIB, Inc. a Request for Cash for actual expenditures to be paid within three (3) working days from date of request, utilizing the Request for Cash form provided by the SBWIB, Inc. The Request for Cash form may not be

submitted more often than every two (2) weeks. The Request for Cash will be reconciled to the monthly expenditure reports.

B.1 Contractor will be required to expend a minimum of fifty percent (50%) of its total allocation on training services to participants. Administrative expenses are limited to ten percent (10%), core services, fifteen percent (15%); intensive services, twenty-two point five (22.5%) and supportive services two point five percent (2.5%).

B.2 Contractor may request additional funding based upon the availability of funds, projected layoffs, and current enrollments. SBWIB, Inc. will consider all such requests and make a determination, which shall be final as to whether the request shall be honored. The determination of whether to honor such request shall be based upon the availability of funds, the number of projected layoffs, and current enrollments. Contractor's right to incur costs and receive compensation for the additional funds shall be provided by a written amendment to this Agreement.

C. The Contractor will submit a copy of its approved Cost Allocation Plan or Indirect Cost Rate, documenting the methodology used to determine the reasonableness of costs allocated to the cost reimbursement activities and retain on file all documentation supporting the methodology. Failure to comply may result in nonpayment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in Agreement termination.

D. The parties agree that the SBWIB, Inc., reserves the right to prorate Contractor's reimbursement and/or adjust the Agreement based upon the number of participants enrolled as described in Exhibit "A", Statement of Work. In addition, a percentage of total costs, or the final payment that represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

E. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment or any form of reimbursement from the SBWIB, Inc., individual participants or any other party, other than as specifically detailed in this Agreement.

F Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the SBWIB, Inc. of the performance of the Contractor under the terms of the Agreement.

2. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the SBWIB, Inc. are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIA funds.

3. Contractor and SBWIB, Inc. hereby agree that payment will be by SBWIB, Inc. draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, INC. business, whichever occurs first.

4. Payments to the Contractor may be withheld by the SBWIB, Inc. if the Contractor fails to comply with the provisions of this Agreement.

5. Contractor shall be responsible to repay any disallowed costs as determined by the SBWIB, Inc., its agent, the State or the Department of Labor (DOL).

III -- TERM OF AGREEMENT

The term of the Agreement shall be from **March 18, 2011, to March 17, 2013.**

IV -- MODIFICATIONS

This Agreement fully expresses the agreement of the parties. Any modifications or amendment of the terms of this Agreement must be by means of a separate written document approved by the SBWIB, Inc.. No oral conversation between any office or employee of the parties shall modify this Agreement in any way.

V -- ASSIGNMENTS AND SUBCONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of SBWIB, Inc.. Any attempt by the Contractor to subcontract any performance of services under this Agreement without

the prior written consent of the SBWIB, Inc. shall be null and void and shall constitute a material breach of this Agreement upon which the SBWIB, Inc. may immediately terminate this Agreement in accordance with the provisions of Section XXIII of this Agreement.

B. Contractor's request to the SBWIB, Inc. for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3. Any other information or certification requested by the SBWIB, Inc..

C. In the event the SBWIB, Inc. consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This Agreement is a subcontract under the terms of a prime agreement with the SBWIB, Inc. and shall be subject to all the provisions of such prime agreement. All representations and warranties under this subcontract shall inure to the benefit of the SBWIB, Inc.."

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City/SBWIB, Inc.. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of the allow ability of any cost under this Agreement.

E. The Contractor agrees that it shall be held responsible to the SBWIB, Inc. for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the SBWIB, Inc. at or about the time of execution.

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City/SBWIB, Inc. shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the SBWIB, Inc..

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or sub agreements. The Contractor agrees that the Contractor shall be held responsible by the SBWIB, Inc. for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI -- INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor City and SBWIB, Inc., its officers and employees against claims arising from bodily injury or death to persons occurring on Contractor's business premises or otherwise through Contractor's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or other equivalent coverage as approved by the SBWIB, Inc. Attorney.

B. Automobile Insurance

If a Contractor, in conducting activities under this Agreement, uses motor vehicles, the Contractor shall insure that the SBWIB, Inc., its officers and employees are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Contractor shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability,

or other equivalent coverage approved by the SBWIB, Inc. Attorney.

C. Worker Compensation

Contractor shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees of Contractor and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

D. Fidelity Bond

In the event SBWIB, Inc. chooses to make payment required herein by this Agreement by way of advancement as opposed to reimbursement, Contractor shall be required to provide and maintain a blanket fidelity bond which shall apply to the performance of any director, officer or agent of Contractor who signs or authorizes signatures on checks or drafts or in any manner authorizes the disbursement of project funds. Prior to the payment of program funds, by SBWIB, INC., Contractor shall furnish SBWIB, Inc. a certificate of insurance from an insurer admitted to do business in the State of California verifying the Contractor carries such a bond. Said insurance certificate shall (1) name the SBWIB, Inc. as additional insured with a provision for direct payment to the SBWIB, INC. in the event of loss and (2) provide that said bond shall not be canceled or terminated without 30 days written notice to SBWIB, Inc.. Contractor hereby assigns to SBWIB, Inc. any right it has to claim indemnification under such bond. The amount of the bond shall be no less than \$50,000 or the highest advance planned for the present Agreement, whichever is higher.

E. Certificates of Insurance

Contractor shall furnish to SBWIB, Inc. evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policies meet the following requirements:

1. The City of Hawthorne/SBWIB, Inc., its officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc..
3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance.

F. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the SBWIB, Inc. Attorney.

VII -- HOLD HARMLESS

City of Hawthorne/SBWIB, Inc. and Contractor agree to defend, indemnify and hold harmless each other against any and all liability, expenses and claims arising from their respective acts or omissions, including attorney's fees and costs. SBWIB, Inc. shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. Contractor shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the City of

Hawthorne/SBWIB, Inc. and Contractor that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

City of Hawthorne/SBWIB, Inc. and Contractor by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of the other party attributable to the services required to be performed or caused by the disbursement and use of WIA funds under this Agreement.

VIII -- OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

IX -- COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, Title 29 Code of Federal Regulations Part 97 et al, Title 2 Code of Federal Regulations Part 225 et al, WIA Rules and Regulations; applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Drug Abuse Office and Treatment Act of 1972 , as amended, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 523 and 527 of the Public Health Service Act of 1912, as amended, Single Act of 1984, Title VIII of the Civil Rights Act of 1968, as amended, Promoting Procurement with Small Businesses Owned and Controlled by "Socially and Economically Disadvantaged Individuals,

Historically Black Colleges and Universities, and Minority Institutions (Executive Order 12928), Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SBWIB, Inc.; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

1. Selection of participants and staff,
2. Use of State and/or Federal funds,
3. Requirements for record keeping and reporting,
4. Provisions regarding the compensation and working conditions of participants and

non-discrimination requirements. If regulations are amended or revised, Contractor shall comply with them or notify SBWIB, INC., within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access

Contractor shall give the Comptroller General of the United States, and any authorized representative of the SBWIB, Inc. or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. And other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by Chief Executive Officer.

B. Retention

The Contractor shall make any and all WIA-related records, reports, participant files, and

other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the SBWIB, Inc., available for inspection and audit by any federal, state, or SBWIB, Inc. agency, upon request, for three (3) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the SBWIB, Inc. in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the SBWIB, Inc. in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc.. If the Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XI--REPORTING REQUIREMENTS

A. General Reporting

At such times and in such forms as the SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to matters covered by this Agreement.

B. WIA Monthly Expenditures Reports and Close-Out

1. On or before fifteen (15) working days of each month, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate monthly expenditure report, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

2. Within twenty-one (21) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate final close-out report of expenditures including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

3. In the event Contractor does not submit a final close-out within the prescribed time frame, the SBWIB, Inc. reserves the right to unilaterally close-out the Agreement and use the report on file at the SBWIB, Inc. for determination of Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Contractor for any expenditure reported after the forty (40)-days closeout date following termination of this Agreement. The SBWIB, Inc. shall provide closeout forms to the Contractor at least thirty (30) days prior to termination of Agreement.

C. Management Information System (MIS) Reporting

Contractor shall submit to the SBWIB, Inc. all MIS forms within 10 days of the activity date (ex: enrollment/registration date, exit date, follow-up date) utilizing the Intrastate Training Resource and Information Network (I-TRAIN).

XII – INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i)the

copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for all allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds: *"This workforce solution was funded by a grant awarded by the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses requires the prior authorization of the copyright owner."*

XIII -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the SBWIB, Inc.. The SBWIB, Inc. shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between SBWIB, Inc. and the DOL and its representative on these

matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or agreement, the author and the SBWIB, Inc. which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,

2. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement.

XIV -- REBATES

The Contractor agrees to advise the SBWIB, Inc., in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award

dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.

XV -- ACORN PROHIBITION

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organization for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantee or contractors to ACORN or its subsidiaries as subgrants, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

XVI -- CONFIDENTIALITY REQUIREMENTS

A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The

sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

2. Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

XVII -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

Contractor, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. Contractor assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Contractor recognizes and acknowledges 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) Part 5 of Division 9 of the Family Code. Contractor's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of future Agreements if SBWIB, Inc. determines that any of the following has occurred: (1) false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

XVII I-- FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

XIX-- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing 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 United States Postal Service, or (2) personal service. For these purposes, the addresses of the parties shall be as follows:

SBWIB, INC.
South Bay Workforce investment Board Inc.
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250
Attn: Jan Vogel, Chief Executive Officer

Contractor
Pacific Gateway Workforce Investment Network
3447 Atlantic Ave.
Long Beach, CA 90807
Attn: Bryan Rogers, Executive Director

XX -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section 195(7)(A) and (B)(i)(ii) and 20 CFR '667.200 which are herein incorporated by this reference.

Any program income must be reported to the SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written directions to the Contractor. At the City's discretion, program income may be used to augment the Contractor's WIA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income must be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIA record retention and audit requirements. The SBWIB, Inc. shall monitor Contractor's compliance with all program income requirements

XX -- AUDITS AND REQUIREMENTS

Contractor shall comply with audit requirements as identified WIA regulations (20 CFR 667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by the Contractor. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

Contractor shall allow authorized SBWIB, Inc., State, and Federal representatives to have full access to the Contractor's facilities and all related WIA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the Contractor's staff and program participants

during normal business hours.

The SBWIB, Inc. shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the SBWIB, Inc., the SBWIB, Inc. reserves the right to withhold any or all of its funding to the Contractor until minimum standards are met.

The SBWIB, Inc. may require the Contractor to use any or all of the SBWIB, Inc.'s accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The SBWIB, Inc. reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible.

Such sites may include the home office, any branch office, or other locations of the Contractor if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under WIA.

XXI---CERTIFICATION

1. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under laws of the State of California the Contractor will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, 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 of agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting 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 paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

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

B. Lobbying Restrictions: By signing this Agreement the Contractor 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 employee of Congress, an officer or employee of Congress, or a employee of a Member of Congress, in connection with this 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, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard

Form - LLL , Disclosure Form to Report Lobbying, in accordance with its instructions.

C. Nepotism: By signing this Agreement the Contractor certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. by the Contractor. For the purpose of this Agreement, the term's immediate family's means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance: By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600)

E. Nondiscrimination and Affirmative Action: By signing this Agreement the Contractor hereby certifies that it shall conduct not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

XXII---PUBLICITY

No funds provided under this agreement shall be used for publicity or propaganda

purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress itself. Nor shall grant funds be used to pay salary or expenses of any grantee or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the Congress.

XXIII---PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of federal funds for the project or program.

XXIV--- BUY AMERICAN NOTICE REQUIREMENT

It is the sense of Congress that to the greatest extent practicable, all equipment and products purchased with funds made available with these appropriated funds, should be American made. See also WIA section 505-Buy American Requirements.

XXV -- GRIEVANCES AND COMPLAINT SYSTEM

- A. Contractor shall maintain a grievance and complaint procedures in compliance with the WIA, federal regulation and state statues, regulation and policy.
- B. Contractor shall preliminarily investigate all complaints of clients enrolled in the CA Multi-Sector Partnership Project and notify the SBWIB, Inc.'s Chief Executive Officer of the status of the investigation within five (5) business days of receiving the complaint.
- C. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plan for specific actions and strict time deadlines.
- D. Copies of all written complaint response shall be sent to the SBWIB, Inc.'s Chief Executive Officer within five (5) business days of mailing to the complaint

E. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

F. Contractor shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

XXVI--DISPUTE RESOLUTION AND BREACH

A. Dispute: Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. Contractor shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB, INC. Administration.

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent, shall review the disputed matter and, after consultation with the SBWIB, Inc. Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing that shall bind all parties.

Contractor shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, Contractor shall proceed with the performance of the Agreement. Upon final disposition, Contractor shall comply with SBWIB, Inc.'s decision.

B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly

compensated.

XXVII- -DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions that come as a result of Contractor's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status; and
4. Terminate the Agreement.

B. Probation

1. The SBWIB, Inc. may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

2. Said notice shall set forth the period of probation, the reasons for probation, and the specific conditions of non-compliance.

3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.

2. The SBWIB, Inc. may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:

a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.

b. Submittal to SBWIB, INC. of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to SBWIB, Inc./City from the Federal or State governments.

d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or SBWIB, Inc..

3. Upon suspension of funds, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc..

D. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include but are not limited to:

a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement.

b. Suspension or termination by the Department of Labor or the State of the grant to City/SBWIB, INC. under which this Agreement is made.

c. Improper use by Contractor of funds furnished under this Agreement.

d. Failure to meet performance standards as stipulated in Exhibit "A".

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Contractor that relate to the conduct of the program within the time

and within the manner prescribed by SBWIB, Inc.. Final payment to Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions Contractor through the execution of this Agreement agrees to comply with, the requirements herein, and those requirements contained within the Workforce Investment Act and all applicable Directives/Bulletins from the SBWIB, Inc., State, or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections which may be applied will be dependent upon the circumstances of noncompliance.

XXVIII--ENTIRE AGREEMENT


This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

By: PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

Signature:  Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

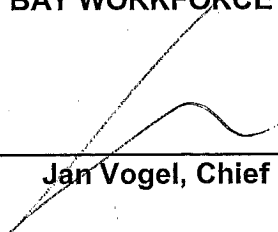
Name: Patrick West

Title: City Manager

APPROVED AS TO FORM:


City Counsel

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

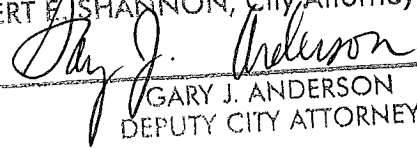


Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:



Jack Ballas, Attorney-at-Law

APPROVED AS TO FORM
August 15, 20 11
ROBERT F. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

STATEMENT OF WORK

CA Multi-Sector Workforce Partnership Project

Project Overview

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) has been awarded a National Emergency Grant for the CA Multi-Sector Partnership Project that will provide core, intensive, training and supportive services to dislocated workers. Customers must be laid off from companies as noted in **Attachment A1**.

Ineligible Layoff Events

Layoffs or less than 50 workers are not typically eligible dislocation events for multi-company NEG's; the Contractor **must remove** layoffs affecting **less than 50** workers from the project as they should be served with formula funds., unless serving less than 50 workers has been approved by DOL.

Enrollments

All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than six (6) months of the grant award date of June 30, 2011. **All enrollments must be completed by December 31, 2011.**

On-the-Job and Customized Training Waivers

Contractor will be allowed to use the WIA Statewide California Waivers for PY 2011-12 for OJT and Customized Training upon the final issuance of the EDD Directive. The directive has an expiration date of **June 30, 2012**.

Performance Measurements Chart

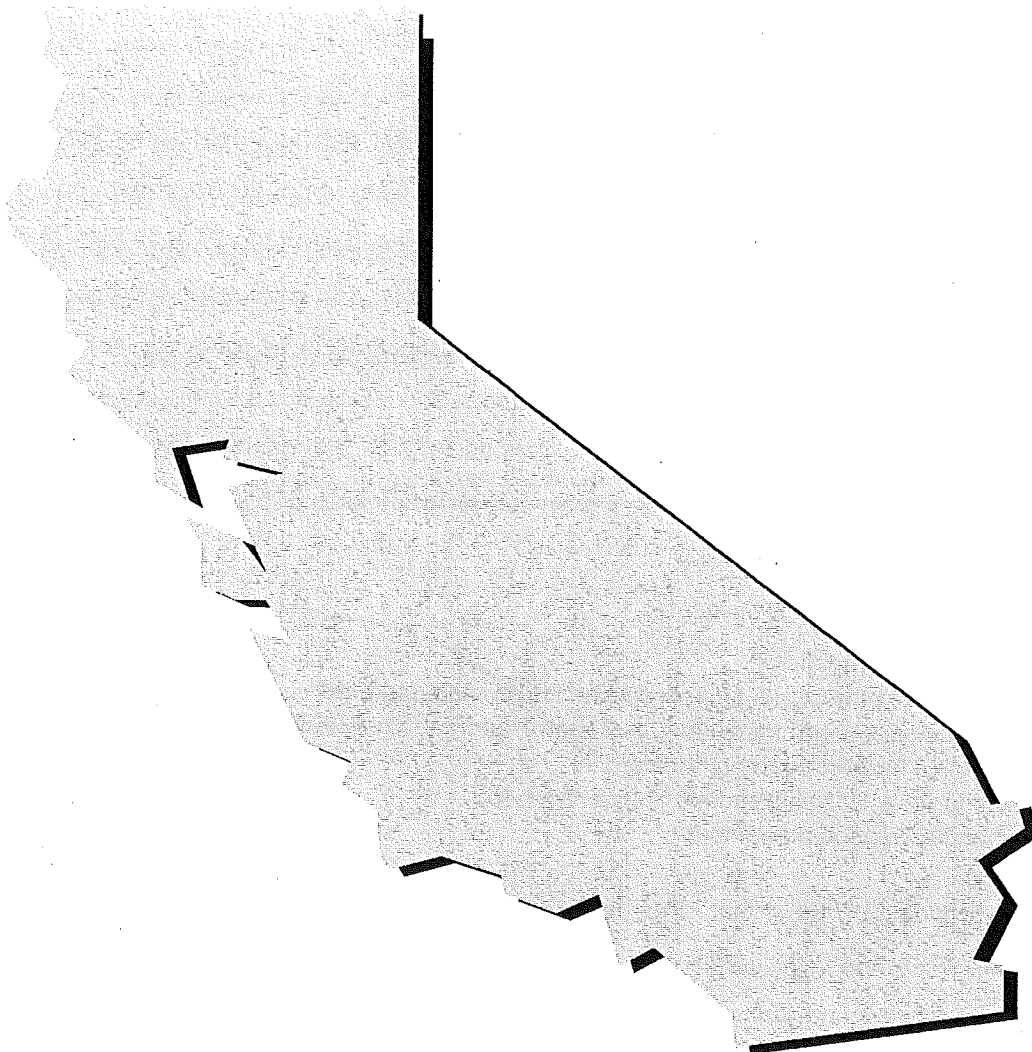
Dislocated Workers	Performance Standards
Dislocated Worker Entered Employment Rate	82%
Dislocated Worker Employment Retention Rate	85%
Dislocated Worker Earnings Replacement Rate	\$15,900

Enrollment Plan-Grant Code 945

Program	New Enrollments	Total Funding
CA Multi-Sector Workforce Partnership Project	206	\$1,623,109

The SBWIB, Inc. will pay tuition expenditures directly to the vendor if requested by the Contractor.

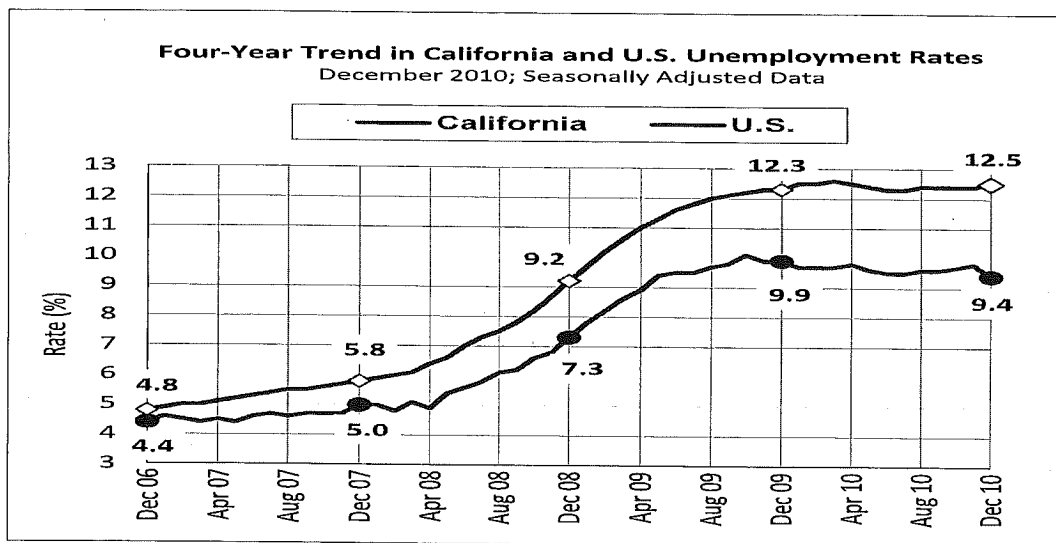
***The term date March 18, 2011 to March 17, 2013**



The California *Multi-Sector* Workforce Partnership
National Emergency Grant Application to the
United States Department of Labor
Employment and Training Administration
Hilda L. Solis, Secretary
March 21, 2011

Statement of Need

California is only in the beginning stages of a painfully slow recovery in job levels. The feeling of many economists is that it may take another 1 to 2 years before residents feel more optimistic about economic conditions and perhaps not until the middle of the decade that employment and unemployment will near their pre-recession levels. The State's unemployment rate will remain in double digits until early 2013 according to the UCLA Anderson School of Management in a recent report. According to UCLA, "That's three months later than the university's economists forecast in December [2010], as California's weak housing market continues to weigh on the region's recovery."



Except for San Luis Obispo County, each of the local workforce investment areas involved in this project serves or is located in a U.S. Department of Labor-designated Labor Surplus Area (FY 2011 Labor Surplus Area List). The reference period used in preparing the Labor Surplus Area (LSA) List was January 2008 through December 2009. The national average unemployment rate (including Puerto Rico) during this period was rounded to 7.6 percent. The qualifying rate for a LSA classification is 20 percent above the national average unemployment rate. For FY 2011 the qualifying rate is 9.1 percent.

According to the California EDD Labor Market Information Division (LMID), California's seasonally adjusted unemployment rate was 12.5% in December 2010 (see graph above), which was a mere 0.1 percentage point below the record high rate of 12.6% that was set in March 2010. Although the December 2010 rate was up just two tenths of a percentage point (0.2) from one year earlier, it was 7.7 percentage points higher than its pre-recession low of 4.8% in December 2006. In comparison, the U.S.

jobs, a 9.2% decline (see table on page 4). In contrast, the nation experienced a peak-to-trough job loss of 6.1% from December 2007 through December 2009.

California's recession-driven job losses cut across industries but were heaviest in construction (see above). In 2007, between July and December five California industry sectors or sub sectors lost more than 200,000 jobs: construction (329,900), professional and business services (247,500), manufacturing (237,200), and retail trade (205,200). Three additional sectors lost over 85,000 jobs: financial activities (122,700), wholesale trade (94,100), and leisure and hospitality (86,000); educational and health services was the only sector that did not experience job losses over the period, gaining 70,500 jobs.

Year-Over Changes in California Total Nonfarm and Industry Sector Jobs: December 2010
(Seasonally Adjusted Data)

	December 2009	December 2010	Change in Jobs	
			Number	Percent
Total Nonfarm Employment	13,809,600	13,897,100	87,500	0.6%
Mining and Logging	24,100	24,100	0	0.0%
Construction	568,500	535,600	-32,900	-5.8%
Manufacturing	1,231,200	1,244,100	12,900	1.0%
Wholesale Trade	624,100	621,300	-2,800	-0.4%
Retail Trade	1,484,600	1,492,000	7,400	0.5%
Transportation, Warehousing & Utilities	464,800	455,600	-9,200	-2.0%
Information	449,500	451,000	1,500	0.3%
Financial Activities	782,500	785,500	3,000	0.4%
Professional & Business Services	2,018,800	2,085,700	66,900	3.3%
Educational & Health Services	1,747,200	1,777,900	30,700	1.8%
Leisure & Hospitality	1,476,200	1,502,900	26,700	1.8%
Other Services	467,300	472,300	5,000	1.1%
Government	2,470,800	2,449,100	-21,700	-0.9%

Job losses in California's construction industry began earlier than in other industries and have lasted longer. The State lost 43.5% of its construction jobs from their peak in February 2006 through December 2010, for a loss of 412,700 jobs. In contrast, the nation lost 2,121,000 construction jobs from their peak in April 2006 through December 2006, a decline of 27.5%

More recent signs suggest that economic conditions in the State are starting to improve. California gained 87,500 non-farm payrolls jobs over the year ending in December 2010. Moreover, job growth returned to many industries (see chart above). However, the jobs lost during the recession loom large over the economy. In December 2010, California had 1,305,500 fewer non-farm jobs than it had in July 2007, and job totals in all industry sectors and sub-sectors with the exception of educational and health services were significantly lower than at the start of the recession.

Although there are signs the economy is improving, reduced state tax revenues caused by the recession have dramatically reduced city, county, and special district revenues in California resulting in severe shortfalls to local general fund allocations. As a result, many public entities are being forced to

support public infrastructure investments. Six CCWC partners are involved in this project; therefore, measures will be taken to assure that services are not duplicated by either NEG (see pages 24-25).

The California Multi-Sector Workforce Partnership

Several layoffs and layoff groupings in multiple North American Industry Classification System (NAICS) sectors will be addressed by this project (the two-digit NAICS codes are listed below).

Targeted California Dislocation Sectors

- 21 Mining, Quarrying, and Oil and Gas Extraction
 - 23 Construction
 - 31-33 Manufacturing
 - 42 Wholesale Trade
 - 44-45 Retail Trade
 - 48-49 Transportation and Warehousing
 - 51 Information
 - 52 Finance and Insurance
 - 53 Real Estate and Rental and Leasing
 - 54 Professional, Scientific, and Technical Services
 - 56 Administrative and Support and Waste Management and Remediation Services
 - 61 Educational Services
 - 62 Health Care and Social Assistance
 - 72 Accommodation and Food Services
 - 81 Other Services (except Public Administration)
 - 92 Public Administration
-

- | | |
|----------------------|-----------------------------------|
| Anaheim (City of) | Contra Costa County |
| Foothill Consortium | Kern/Inyo/Mono Consortium |
| Kings County | Los Angeles City |
| Los Angeles County | Merced County |
| Monterey County | North Central Counties Consortium |
| Orange County | Pacific Gateway (Long Beach) |
| Richmond City | Sacramento City/County Consortium |
| San Benito County | San Bernardino County |
| San Joaquin County | San Luis Obispo County |
| Santa Ana City | Stanislaus County |
| South Bay Consortium | |

Identified above, the 21 LWIBs involved in this project are experiencing high unemployment levels. Even affluent Orange County is no exception at 7.9% with the North Central Counties Consortium experiencing the highest rate at 20.4% (see below).

Laid-off public sector employees will pose a special outreach and service delivery challenge in that mass reductions in force by public agencies are exempt from WARNs. Moreover, many of the public employees who are expected to participate in the project are highly educated (minimum high school diploma or equivalent) and possess strong communications skills. Often, workers who fit this profile require advanced education or training to be competitive in a new industry or occupation. These are only some of the workforce challenges facing the nearly 6,000 workers targeted by this project.

A Multi-Sector Approach to Mass Worker Dislocations

Today, large job dislocations are commonplace and can be found in a variety of industries affecting workers with a range of skills—there is no sign that the pace of industrial change will slow, or that mass layoffs will become more infrequent. Workers today must be adaptable and able to apply the knowledge they have to new situations, and ready to develop additional skills and abilities that command good wages. The job dislocations addressed by this project are associated with several industries and no single California industry is likely to be a jobs panacea for our target population. In light of these realities, the participating LWIBs determined that successful workforce interventions in different economic regions of the state would require a *multi-sector* approach to re-training and employment.

The Multi-Sector Partnership will use six proven strategies for reconnecting DWs to the employed workforce in multiple job sectors. These strategies include:

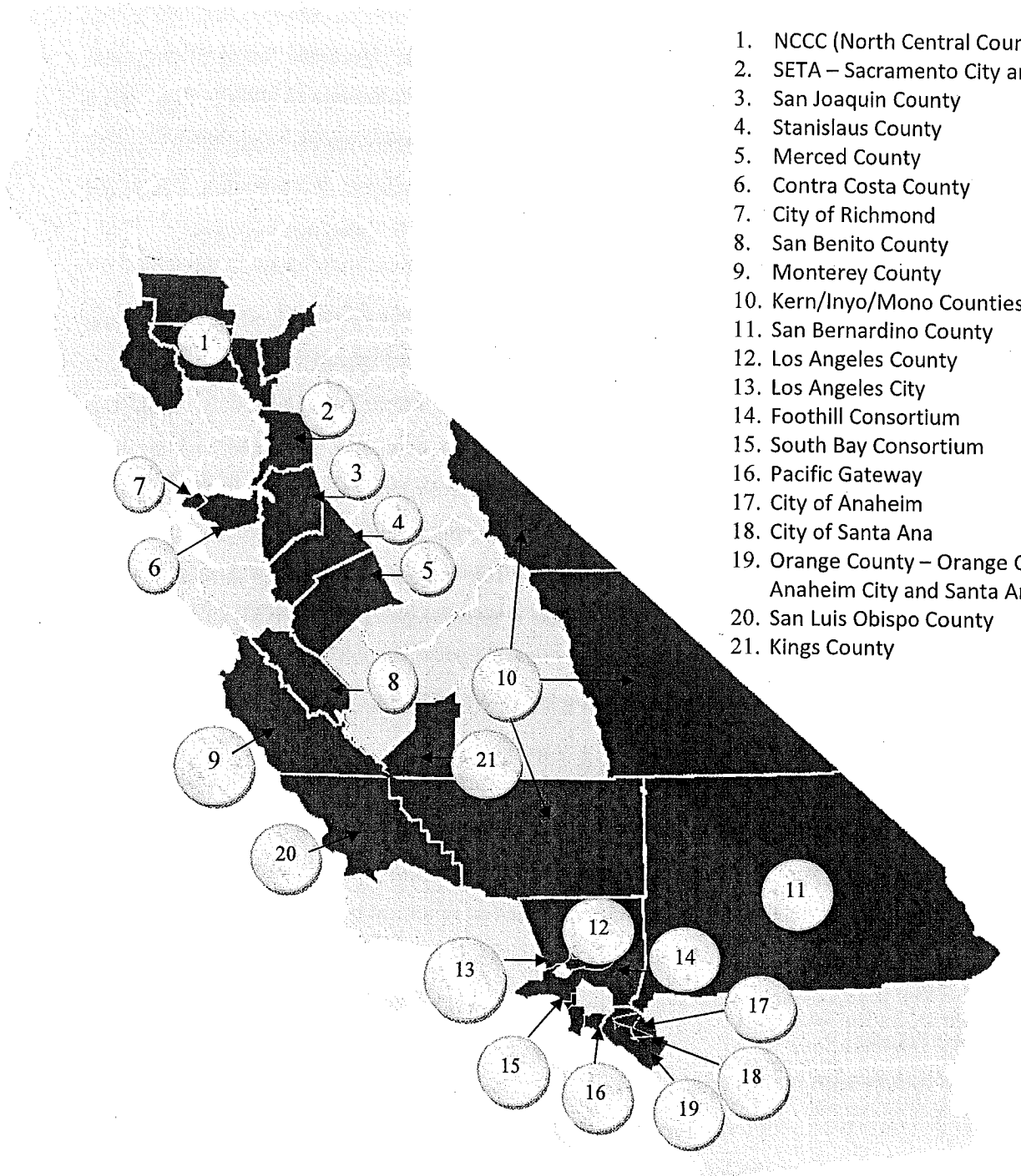
- Common project policies
- Collaborative project planning, oversight, and implementation
- Performance accountability using the federal Common Measures
- Early Rapid Response interventions
- Demand-driven training and employment services
- Demand-driven job placement

The sections that follow elaborate on each of these strategies.

Common Project Policies

The need to comply with WIA rules and regulations at all times provides a solid basis for common project policies and operation. For this project, the Multi-Sector Partners have agreed to adopt State of California policies governing on-the-job training (OJT) agreements, customized training, supportive services, and paid work experience and internships. Where the State has not defined a specific policy, WIA rules and regulations will prevail. While there is some variation in how these policies are implemented locally, operations in participating LWIBs must comply with applicable state and federal regulations at all times.

The California Multi-Sector Workforce Partnership



Date Notes: Local Workforce Investment Area boundaries effective July 1, 2008.

Source: One-Stop Location, September 2009, Workforce Services Branch, California Employment Development Department

(Cont.)

- San Benito County
- San Joaquin County
- San Luis Obispo County
- Stanislaus County
- Tulare County (Ex Officio)

South Bay Workforce Investment Board

- Anaheim City
- Foothill Consortium
- Los Angeles City
- Los Angeles County (Balance of County except for SELACO and Verdugo LWIAs)
- Orange County (Balance of County)
- Pacific Gateway (Long Beach)
- San Bernardino County (excluding San Bernardino City)
- Santa Ana City
- South Bay Consortium

Regional project issues will be discussed during monthly conference calls organized by each SPOC with assistance from the California Workforce Association:

About the South Bay Workforce Investment Board

The SBWIB is highly qualified to serve as fiscal agent and administrative entity for this project. In 1995, SBWIB (formerly the South Bay Private Industry Council) developed and administered what was then the largest dislocated worker retraining and employment grant ever awarded to a local entity by DOL under the federal Job Training Partnership Act. The \$18,000,000 *PAN* (short for "Private Industry Council (PIC) Aerospace Network) *Project* involved 18 PIC's covering all of Southern California. The *PAN* Project provided DW services to more than 5,000 individuals who lost their jobs during the severe decline of the Southern California aerospace industry in the 1990s. The *PAN* Project subsequently received funding to provide retraining and employment services for an additional 5,000 displaced aerospace workers.

In the aftermath of the September 11th, 2001 Terrorist Attacks, SBWIB developed and managed *Project Phoenix*, a DW project developed to respond to the severe and abrupt job dislocations caused by 911 in Los Angeles County. *Project Phoenix* served more than 4,000 L.A. County residents over 18 months.

Between 2003 and 2007, SBWIB managed the regional *Southern California Airline and Aerospace Industry Project (SCAAIP)* for dislocated airline and aerospace workers. Again, the *SCAAIP* entailed regional grant administration for more than 2,000 dislocated workers in cooperation with the WIBs of Los Angeles County. In each project, SBWIB met or exceeded its expenditure and performance goals, a

- Assisting workers to quickly return to productive positions in the labor force;
- Assisting employers to explore alternatives to layoffs through human resource solutions;
- Reducing the social and economic burdens of unemployment on employers, workers, and the community; and
- Providing communities, workforce investment partners, employers, and workers with timely and pertinent information to anticipate and profit from economic development opportunities.

Required RR activities include:

- Immediate and on-site contact with the employer, worker reps. and the community;
- The provision of information and access to unemployment compensation benefits; comprehensive One-Stop services, and employment and training activities, including information on the TAA program and the NAFTA-TAA Program;
- Guidance or financial assistance in establishing a voluntary labor-management committee, or a workforce transition committee comprised of employer, worker, and community reps.,
- The provision of emergency assistance adapted to the particular closing, layoff, or disaster; and
- The provision of assistance to the local board and CEO(s) to develop a coordinated response to the dislocation event and, as needed, to develop an application for a National Emergency Grant.

California EDD Directive WSD07-2 states that, "The WIA defines RR activities as a State responsibility. However, it permits states to designate another entity to carry out these responsibilities." Accordingly, California uses a decentralized RR strategy under which it delegates its statewide RR responsibilities and awards RR funding to local entities to defray the costs of RR services provided in cooperation with the California EDD in response to local dislocation events.

Because California's LWIBs perform the bulk of the State's RR functions, each of the LWIBs in this project has submitted ETA 9105 forms collectively identifying recent layoff events and announcements that form the basis of this application. Each layoff event affects 35 or more workers and the majority well exceed 50 in number. Using state-allocated RR funds, RR workshops have been conducted for many of the employers and employees identified for assistance. Rapid Response workshops are planned for other workers and employers as follow-up to initial employer contacts based on Worker Adjustment and Retraining Notices (WARNs), other formal employer notifications, and public announcements.

Challenges – Early Contact With Dislocated Workers

Often, it is difficult to contact workers who have been scheduled for termination while they are employed or at the time they are laid off. Some employers choose not to receive RR assistance while others notify their local RR representatives of a layoff action only after their workers have been released. Thus, information on available assistance and surveys that could otherwise help LWIAs gauge participant education levels, skill-levels, career interests, and retraining needs cannot be obtained on a

Because many of the local labor markets in this project are linked geographically (some served by multiple coterminous LWIAs), several Multi-Sector partners will be able to collaborate easily in joint outreach to eligible participants across borders in shared service regions. As a portion of the total target population will qualify for service priority under the Jobs for Veterans Act, outreach will be coordinated with EDD Veterans Program offices and with community based veteran-serving agencies such as the U.S. Veterans Initiative and Helmets to Hard Hats where such organizations are present.

Demand-Driven Training and Employment Services

Project-eligible job seekers possess a wide range of skill levels, work experiences, educational backgrounds, and career interests. But, many formerly held jobs were specialized or located in structurally declining fields meaning that some skill sets will not easily transfer to other industries and occupations. In the case of former public sector employees, many eligible workers possess education well beyond the high school level. A recent survey of public employees revealed that most earned high wages, had long histories of employment, and possessed unique skills that cannot easily transfer to another industry. The conclusion of the survey: some unemployed public sector workers may find it difficult to re-enter the workforce without retraining.

The inability to transfer one's skills to a new industry will only be amplified by the rapid pace of technological change and constant industry movements to automate and offshore labor functions. This means that retraining for work in increasingly technical occupations driven by labor market demands will be a participant necessity and a service option that will be emphasized strongly during this project.

Delivery of Services

While each of the Multi-Sector Partners has been effective in reaching prospective participants and in linking job seekers to federal workforce services, increases in the number of unemployed workers in targeted communities call for service methods enhanced by collaboration. The Multi-Sector Partners will examine creative ideas and explore promising practices that offer the potential for enhancements in service quality and increases in performance outcomes for participants. Foremost, the partners will ensure that project implementation reflects an understanding of the relationships between education, employment, and the net economic development effects of returning the unemployed to work.

In all areas, the service mix for this project will entail the range of DW services allowed by WIA including:

One-Stop Orientation

All *first-time participants* will receive an initial orientation to the employment and training services available at their selected One-Stop career centers. One-Stop orientations provide new and prospective participants information on the range of career resources and services available to help them find work. Such services include, but are not limited to:

- Work readiness and pre-employment workshops
- Life skills workshops and career coaching
- Labor market information and on-line assessment tools
- Job search networking opportunities (e.g., Job Club)
- Job application and resume preparation assistance
- Interview skills development and structured employer hiring events

Core Services

During Core Services, participants can receive basic assessments of their career interests, vocational aptitudes, and basic skills. Group activities are available to provide participants instruction in interviewing and self-directed job search techniques. Participants may also receive job placement assistance from job developers at the One-Stop center.

Online Career Information Tools

Participants will be encouraged to use the U.S. Department of Labor's new online tools, "My Next Move" and mySkills myFuture to refine career decision-making and job search activities based on their own skills and abilities, retraining, and available job openings in local labor markets with above average growth rates and wage potential. Recently, Secretary of Labor Hilda L. Solis unveiled *My Next Move*, which is designed to provide job seekers information on more than 900 occupations and local job openings and training opportunities in a user-friendly format. Accessed at <http://mynextmove.dol.gov>, *My Next Move* is intended to assist all job seekers. The tool may be especially useful for students, young adults, and other first-time workers as they explore potential careers based on their interests. The new tool complements DOL's "*mySkills myFuture*" site at <http://mySkillsmyFuture.org>, which is designed to help those with previous work experience match their existing skills to new occupations.

"This administration is committed to expanding opportunities for all Americans. That includes ensuring all workers--those with years of experience and those just entering the workforce--have the information they need to make informed career decisions and get good jobs," said Secretary Solis recently. "By leveraging technology in a user-friendly tool, *My Next Move* will help those seeking career guidance learn more about work opportunities in fields that are of interest to them

lead to unsubsidized employment. These career development strategies: 1) introduce and orient workers to new industries and work environments; 2) help participants develop new workplace skills and refine transferable skills for new occupations; and 3) provide modest income in cases of severe economic need. Unless approved by SBWIB, work experience wages will not exceed \$15.00 per hour and the length of a paid work experience assignment will not exceed 12 weeks.

Worker Re-Training

Today, high quality, industry-relevant training and education are in very high demand, but because of the depth of the recent national recession and the resulting loss of tax revenues in California, both public and private schools have cut classes and staff and limited student enrollments. One result: fewer opportunities for retraining are available to dislocated workers. In response, project funding will be used to purchase education and training services from qualified institutions and organizations to attenuate this issue for DWs.

Instruction may take on a variety of formats (e.g., on-line, lecture and lab, on-the-job, etc.), and will be provided by several different types of institutions listed on the California Eligible Training Provider List (ETPL), including:

- Two-year California community colleges;
- California State Universities and other 4-year institutions
- Community adult schools
- Regional occupation centers
- Registered apprenticeship programs
- Industry groups
- Private post-secondary schools and colleges

Fifty percent (50%) of the project budget is earmarked for allowable training activities under WIA DW guidelines including the use of ITAs for classroom training on an individual referral basis, OJTs, and customized training. In cases where potential long-term job placement is apparent and an employer has indicated intent to hire, OJT agreements may be developed. *On-the-job training agreements will only be developed with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period.* Under an OJT, the wage reimbursement to an employer to offset the extraordinary costs of training a new hire will be based on the specific vocational preparation level requirements of the position in question and will not exceed 90% of the hourly wage per current DOL state waiver. The duration of an OJT agreement will not exceed six months in any instance. Customized training may also be developed in cases where there is a need for new or specialized skill

Los Angeles County (Served by L.A. City and County, South Bay, Pacific Gateway, Foothill LWIAs) (2008-2018)	Total Job Openings	2010-1 st Quarter Wages	
		Median Hourly	Median Annual
Personal and Home Care Aides	76,900	\$10.04	\$20,890
Cashiers	48,830	\$9.32	\$19,396
Retail Salespersons	46,180	\$10.11	\$21,029
Waiters and Waitresses	38,650	\$9.17	\$19,085
Registered Nurses	28,990	\$38.88	\$80,890

Orange County (Served by Orange County, Anaheim, Santa Ana City LWIAs) (2008-2018)	Total Job Openings	2010-1 st Quarter Wages	
		Median Hourly	Median Annual
Waiters and Waitresses	19,300	\$9.19	\$19,122
Retail Salespersons	19,100	\$10.17	\$21,154
Cashiers	16,700	\$9.52	\$19,811
Customer Service Representatives	13,200	\$17.18	\$35,734
Combined Food Preparation and Serving Workers, Including Fast Food	9,600	\$9.17	\$19,076

Contra Costa County (Served by Contra Costa County and City of Richmond LWIAs) (2008-2018)	Total Job Openings	2010-1 st Quarter Wages	
		Median Hourly	Median Annual
Cashiers	13,110	\$10.23	\$21,280
Retail Salespersons	11,270	\$10.94	\$22,763
Waiters and Waitresses	8,410	\$9.06	\$18,841
Registered Nurses	7,690	\$48.06	\$99,961
Customer Service Representatives	6,760	\$17.89	\$37,207

A key retraining focus area will include job seeker preparation for positions in greening industries. California leadership in clean energy, business innovation, and public policy has fueled growth in the State's green economy and opportunities for employment in greening jobs with competitive wages. According to NEXT 10, a nonpartisan green economy think tank, between 1995 and 2009 California's green businesses grew in number by 45%. The number of workers in these businesses grew 36% while total jobs in the state only grew by 13% in the same period. The Sacramento region led with job growth of 87%, followed by San Diego (57%), the Bay Area (51%), and Orange County and the Inland Empire (50%). The San Joaquin Valley and Sacramento Valley grew robustly at 48% and 41%, respectively (*Many Shades of Green, December 2009*).

The number of green jobs in California increased from 169,000 in January 2008 to 174,000 in January 2009 according to Next 10 in its report, "Many Shades of Green: Regional Distribution and Trends in California's Green Economy." The Bay Area added 2,500 jobs, which comprised half of the 5,000 jobs added statewide. Most of California's green jobs are in the service industry, although

through 2018. For example, EDD predicts there will be a need for 18,300 medical assistants, 2,700 EMTs and Paramedics; 2,700 Health Technicians and 1,800 Lab Technicians statewide between 2008 and 2018.

Follow-Up Services

One-Stop case managers (and/or other assigned staff) will provide Follow-Up Services to determine participant employment and education outcomes after exiting the project for a period of 12 months. The emphasis of workplace counseling will be to assist participants in retaining employment, increasing their earnings, and completing educational requirements as appropriate. Participants may receive assistance from project case managers in the arrangement of an array of services designed to improve their employment status during follow-up; non-WIA services may also be considered. Follow-Up services may include additional counseling on the workplace, career planning, peer support groups, information about additional educational opportunities, and referrals to supportive services available in the community.

During the follow-up period, if WIA services beyond those available through the follow-up component are needed, then re-enrollment into WIA may be required. Case managers will work with employers to resolve employment issues and identify opportunities for participant advancement. When needed, project case managers will work with job developers in their One-Stop centers to help participants find new employment. A Follow-Up information form will document participant outcomes that occur after program exit such as obtaining employment, a degree, or a certificate.

Recent Regional Economic Impact Grant

Recently, the U.S. Department of Labor awarded a \$8,197,664 Regional Economic Impact (REI) grant to the Tulare County WIB as fiscal agent and administrative entity for the California Central Valley Workforce Collaborative (CCWC). The purpose of this grant is to address worker layoffs in central California industries brought on by the state's recessed economy. With a project period of May 1, 2010 to April 30, 2011, the LWIAs in that grant include: Fresno County, the Kern/Inyo/Mono Consortium, Kings County, Madera County, Merced County, the Mother Lode Consortium, San Joaquin County, and Stanislaus County. Among its service strategies, the project includes paid Work Experience, Individual Training Accounts, and OJT contracts for recession-impacted DWs. In addition, REI funds are being used to develop a regional, demand-driven workforce investment plan for public infrastructure investments.

The CCWC is a partnership of Workforce Investment Boards covering 14 counties in California's Central Valley and a portion of the state's Southern Sierra Nevada region. The WIBs that are common to the REI NEG and the California Multi-Sector Workforce Partnership NEG application include:

they *can* utilize WIA funds to provide *support* to economic development in their jurisdictions. This is where RR funding can play a role. Properly deployed, RR assistance and subsequent DW services can help mitigate the adverse economic impacts of business closures and job losses while enhancing the business attraction and retention features of an area by helping displaced workers regain the types of marketable skills that employers demand.

Because the 123 separate layoff events covered by this project are disbursed across multiple local labor markets in 19 different NAICS industries, a single, top-down economic development approach to all layoffs simultaneously is not practical. Rather, established relationships and program linkages between the participating WIBs and their local economic development counterparts are the most appropriate mechanisms through which RR, DW services, and NEG assistance should be channeled. In Orange County, for example, local economic development entities and programs available to receive and provide assistance under this project include: the City of Santa Ana and City of Anaheim Enterprise Zone programs, the Irvine Chamber of Commerce Entrepreneur Program, the Orange County Business Council, and Orange County's "Project Success," a program for small business retention and growth.

Five of the participating WIBs are housed in the economic development agencies of their municipalities; these WIBs include those serving Orange County, San Bernardino County, San Joaquin County, Stanislaus County, and the City of Santa Ana. The remaining local WIBs are nested within city and county municipal structures and are thereby closely linked with the economic development systems in their regions (e.g., city and county economic development agencies and bureaus, chambers of commerce, local economic development corporations, etc.). Because municipal economic development policies often promote job creation, local WIBs typically ensure that workforce development policies and actions are in agreement so that local talent development needs can be met in coordination.

State and Federal Economic Development Resources Including Those Provided by the U.S. Department of Commerce

Economic development usually occurs at the local level and many state and federal resources are available to assist. For example, the Governor's Office of Economic Development (GoED) was created in April 2010 as a one-stop shop to help the state's businesses acquire the direction, information, and resources they need to invest, succeed, and expand in California. The GoED is the state's lead entity for economic development coordination with all public and private entities and was established using resources and staff from agencies and departments whose functions relate to economic development; they include the California: Business, Transportation and Housing Agency, Environmental Protection Agency, Natural Resources Agency, State and Consumer Services Agency,

U.S. Department of Commerce and the Economic Development Administration

The U.S. Department of Commerce (DOC) and its Economic Development Administration offer other resources that can be leveraged with state and local economic development efforts to complement this project in specific communities. The investment policy of the DOC's EDA is designed to establish a foundation for sustainable job growth and the building of durable regional economies throughout the U.S. This foundation builds upon two key economic drivers-innovation, and regional collaboration. The following DOC programs support these principles locally:

- Public Works
- Economic Adjustment
- Community Trade Adjustment Assistance
- Partnership Planning
- Trade Adjustment Assistance for Firms
- Global Climate Change Mitigation Incentive Fund
- University Centers
- Research and National Technical Assistance
- Local Technical Assistance

The NEG assistance provided by this project will support and augment these layers of federal, state, and local economic development resources in localities experiencing mass job losses. Such support will increase the business attraction and retention capabilities of targeted communities and promote stabilizing effects for local economies and workers that may otherwise continue on a negative economic trajectory.

**Dislocated Worker Formula Funds PY 2010-11
Expenditures/Obligations as of 12/31/2010**

	Subgrantee Name	SG Code		Subgrantee Name	SG Code
1	ALAMEDA	ALA	26	RICHMOND	RCH
2	ANAHEIM	ANA	27	RIVERSIDE	RIV
3	CONTRA COSTA	CON	28	SACRAMENTO	SAC
4	FOOTHILL	FET	29	SANTA ANA	SAN
5	FRESNO	FRS	30	SANTA BARBARA	SBA
6	GOLDEN SIERRA	GSC	31	SAN BENITO	SBE
7	HUMBOLDT	HUM	32	SAN BERNARDINO CITY	SBI
8	IMPERIAL	IMP	33	SAN BERNARDINO COUNT	SBO
9	KERN/INYO/MONO	KIM	34	SOUTH BAY	SBY
10	KINGS	KNG	35	SANTA CRUZ	SCR
11	LOS ANGELES CITY	LAI	36	SAN DIEGO	SDC
12	LOS ANGELES COUNTY	LAO	37	SOUTHEAST LOS ANGELES	SEL
13	LONG BEACH CITY	LBC	38	SAN FRANCISCO	SFO
14	MADERA	MAD	39	SAN JOAQUIN	SJC
15	MARIN	MAR	40	SAN JOSE	SJI
16	MIENDOCINO	MEN	41	SAN LUIS OBISPO	SLO
17	MERCED	MER	42	SAN MATEO	SMC
18	MOTHER LODE	MLC	43	SOLANO	SOL
19	MONTEREY	MON	44	SONOMA	SON
20	NAPA	NAP	45	STANISLAUS	STN

Contra Costa County Workforce Development Board

Many **AT&T** workers have high-level technical skills and have the ability to work across industries. Therefore, they may not require services other than job search support and job placement assistance. Most of these workers have some college or a college degree. Customer service representatives can also work across industries and would likely require similar services. In addition, Microsoft Office Suite and Customer Service Training Certification could enhance their skills. Many of these workers have some college, while others have a high school diploma. Project Managers usually have college degrees, and could benefit in some cases from PMP certification to be more competitive in the marketplace.

Workers laid off at **AAA** have Bachelors and Masters degrees, and have elevated technical and strategic planning abilities. Many are interested in getting PMP certification in order to be more competitive in the marketplace. They have the ability to work across many industries.

Production line and assembly workers at **Systron Donner** have low-level skills in math and English. For many, English is not their first language and they would benefit from ESL classes and GED preparation. Customer service training or entry-level health care training such as Certified Nurse Training would also be a possibility, as well as computer training. The few workers in the Engineer category who were laid off have advanced degrees and would likely only require job search and job placement assistance.

Due to the particular nature of the product being manufactured, Packaging Processors from **General Chemical** have advanced technical skills. Most have high school diplomas and others have some college. Some expressed interest in "green technology" or other types of training to do with process technology or electronics. Training of this sort can often be found through the community colleges.

Foothill Workforce Investment Board

The majority of people surveyed from the **US Census** have at least Bachelors degrees. Almost half of survey responders indicated that they are interested in careers in Administrative Support, Other career interests included Educational Services, Finance/Insurance, IT, Social Service and Public Administration. The following resources would be beneficial to participants: Interviewing Techniques, Occupational Assessment, Vocational Training, Resume Writing and Job Search Assistance.

Most of the survey responders from the **Duarte, Pasadena, and South Pasadena** School Districts are Teachers, with advanced degrees and certification. The majority were interested in careers in Educational and Social Services. We are looking to provide the following employment services: Interviewing Techniques, Computer Workshops, Vocational Training and Career Counseling.

Kern/Inyo/Mono Consortium

Eighty-nine percent of Kern County workers dislocated from entry-level jobs at **Sun World International, Bolthouse Farms, Concord Buying Group and Pro's Ranch Market** have a high school education or less. While some of the thirty-one percent without a high school diploma have long and successful work histories, these individuals will need GED preparation. Many individuals who are not native English speakers may require Vocational English-as-a-Second Language training in order to be successful in a new industry.

After a skills assessment, of the fifty-eight percent that have a High School diploma, many did not function at the High School graduate level. The individuals functioned well for the job they had, however low test scores indicate that they would not be competitive in the current labor force. To

counseling. One in five indicated need for financial counseling, which is unsurprising given the impact of being laid-off.

The Orange County One-Stop Centers plan to develop individual assistance strategies around skill updating, resume writing, interview preparation, and job search assistance. The One Stop Centers offer workshops on personal financial management, and basic skills remediation. The Orange County One-Stop Centers work very closely with Orange County community colleges, especially Coastline Collage and Saddleback College, to provide participants quick access and referral to a community college.

San Joaquin County Employment and Economic Development Department

Individuals dislocated from public sector jobs (**San Joaquin County, City of Stockton**) generally had higher education levels, such as college degrees and/or advanced training. This group is very interested in returning to work immediately. So the primary focus will be on their transferable skills and finding employment opportunities with employers that are currently in need of those skills. Service Delivery may include direct referrals to employers and the strategic use of Supportive Services to eliminate barriers to employment. In addition, On-the-Job Training contracts and Enterprise Zone benefits may be used to help entice employers to hire these individuals.

A smaller percentage of these individuals will need additional training or services. These individuals may qualify for training scholarships (Individual Referral) to enhance their skill levels or acquire a specific certificate leading to increased employability.

The private sector dislocations were predominately from production and general laborer positions that required relatively low education levels. A significant portion of those dislocated did not have a High School diploma or GED. Although the majority did complete high school, they generally lacked strong transferable skills and college degrees. Most of the private sector dislocated workers will need more training to increase their employability. Training will include GED preparation, specific training in alternative industries or jobs that can be acquired within a year. Supportive services to eliminate barriers to employment will be more critical for this population. Work Experience and On-the-Job Training contracts will also be used to increase their job specific skills in new job areas and to facilitate their transition into the labor market. Enterprise Zone benefits can also be used to entice employers to hire.

Although the education levels differed between the public and private sector groups, both groups expressed a need and desire for: Labor Market Information; Employment workshops (exploring career options, interviewing skills, applications & resumes, secrets to a successful job search, etc); and Classroom and/or On-the-Job Training.

These services, coupled with appropriate counseling and the strategic use of supportive services, will be the most effective way to reattach the dislocated workers to the job market.

South Bay Workforce Investment Board

The majority of survey respondents from **Raytheon** and **Northrop Grumman** have Bachelors and Masters degrees. They were primarily held highly skilled, technical positions, such as Engineers. Although they have the advanced skills, many will need certification upgrades to keep them competitive in technological fields.

ATTACHMENT D

California Multi-Sector Workforce Partnership

Top Five Occupations With the Most Job Openings	Job Openings	Median Hourly	Median Annual
Los Angeles County (L.A. City and County, South Bay, Pacific Gateway, Foothill) (2008-2018)			
Personal and Home Care Aides	76,900	\$10.04	\$20,890
Cashiers	48,830	\$9.32	\$19,396
Retail Salespersons	46,180	\$10.11	\$21,029
Waiters and Waitresses	38,650	\$9.17	\$19,085
Registered Nurses	28,990	\$38.88	\$80,890
Orange County (Orange County, Anaheim, and Santa Ana LWIAs) (2008-2018)			
Waiters and Waitresses	19,300	\$9.19	\$19,122
Retail Salespersons	19,100	\$10.17	\$21,154
Cashiers	16,700	\$9.52	\$19,811
Customer Service Representatives	13,200	\$17.18	\$35,734
Combined Food Preparation and Serving Workers, Including Fast Food	9,600	\$9.17	\$19,076
Contra Costa County (Includes City of Richmond LWIA) (2008-2018)			
Cashiers	13,110	\$10.23	\$21,280
Retail Salespersons	11,270	\$10.94	\$22,763
Waiters and Waitresses	8,410	\$9.06	\$18,841
Registered Nurses	7,690	\$48.06	\$99,961
Customer Service Representatives	6,760	\$17.89	\$37,207
Kern/Inyo/Mono Consortium (2008-2018) – Kern County			
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	9,740	\$8.83	\$18,369
Cashiers	3,700	\$9.16	\$19,050
Retail Salespersons	2,840	\$9.39	\$19,544
Combined Food Preparation and Serving Workers, Including Fast Food	2,750	\$9.02	\$18,759
Elementary School Teachers, Except Special Education	2,640	[3]	\$60,351
Kern/Inyo/Mono Consortium (2008-2018) - Alpine, Inyo and Mono Counties			
Cashiers	360	\$9.96	\$20,716
Waiters and Waitresses	320	\$9.08	\$18,888
Maids and Housekeeping Cleaners	190	\$9.81	\$20,416
Hotel, Motel, and Resort Desk Clerks	190	\$10.25	\$21,327
Retail Salespersons	170	\$10.52	\$21,879
Monterey County (2008-2018)			
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	12,540	\$9.05	\$18,820
Waiters and Waitresses	2,060	\$8.97	\$18,666
Cashiers	1,940	\$9.80	\$20,381
Retail Salespersons	1,570	\$10.49	\$21,809
Personal and Home Care Aides	1,460	\$12.44	\$25,889

	Job Openings	Median Hourly	Median Annual
North Central Counties Consortium - Del Norte, Humboldt, Lake, Mendocino Counties (2006-2016)			
Cashiers	1,750	\$9.32	\$19,369
Retail Salespersons	1,630	\$9.87	\$20,534
Waiters and Waitresses	1,190	\$8.47	\$17,635
Personal and Home Care Aides	1,150	\$10.38	\$21,600
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	770	\$9.12	\$18,971
North Central Counties Consortium – Colusa, Glenn and Tehama Counties (2006-2016)			
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	820	\$8.33	\$17,330
Personal and Home Care Aides	470	N/A	N/A
Cashiers	440	\$9.13	\$18,995
Elementary School Teachers, Except Special Education	390	[3]	\$53,591
Farmers and Ranchers	270	N/A	N/A
North Central Counties Consortium - Sutter and Yuba Counties (2006-2016)			
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	820	\$8.25	\$17,154
Retail Salespersons	770	\$9.50	\$19,754
Cashiers	690	\$8.81	\$18,316
Elementary School Teachers, Except Special Education	400	[3]	\$68,081
Registered Nurses	400	\$35.82	\$74,501
Stanislaus County (2006-2016)			
Retail Salespersons	2,880	\$9.23	\$19,207
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	2,410	\$8.02	\$16,679
Cashiers	2,250	\$9.02	\$18,752
Personal and Home Care Aides	1,760	\$10.10	\$21,027
Waiters and Waitresses	1,450	\$8.26	\$17,174

	Annual Average Employment		% Chg.	Med. Hrly.
Sacramento, Placer, Yolo and El Dorado Counties				
	2008	2018		
Medical Scientists, Except Epidemiologists	1,650	2,420	46.7	\$42.20
Personal and Home Care Aides	20,410	29,840	46.2	\$11.43
Network Systems and Data Communications Analysts	1,590	2,290	44.0	\$34.86
Home Health Aides	3,170	4,430	39.7	\$10.32
Dental Hygienists	1,780	2,450	37.6	\$45.23
Santa Clara and San Benito Counties				
	2008	2018		
Network Systems and Data Communications Analysts	5,580	8,320	49.1	\$50.78
Personal and Home Care Aides	12,140	17,990	48.2	\$12.30
Home Health Aides	3,170	4,550	43.5	\$9.99
Advertising Sales Agents	740	1,010	36.5	\$25.59
Medical Scientists, Except Epidemiologists	3,210	4,080	27.1	\$47.19
San Bernardino and Riverside Counties				
	2008	2018		
Personal and Home Care Aides	24,560	35,520	44.6	\$9.46
Medical Scientists, Except Epidemiologists	850	1,210	42.4	\$35.05
Network Systems and Data Communications Analysts	1,250	1,750	40.0	\$33.37
Physician Assistants	770	1,060	37.7	\$39.97
Home Health Aides	3,720	5,060	36.0	\$10.11
San Joaquin County				
	2008	2018		
Personal and Home Care Aides	5,100	8,600	68.6	\$9.12
Home Health Aides	1,060	1,460	37.7	\$9.97
Medical Assistants	1,060	1,450	36.8	\$14.51
Fitness Trainers and Aerobics Instructors	300	410	36.7	\$17.38
Dental Hygienists	220	300	36.4	\$34.94
San Luis Obispo County				
	2008	2018		
Personal and Home Care Aides	1,100	1,560	41.8	\$11.06
Home Health Aides	320	440	37.5	\$11.60
Computer Software Engineers, Applications	210	280	33.3	\$40.11
Separating, Filtering, Clarifying, Precip., & Still Machine Setters, Operators, & Tenders	180	240	33.3	\$21.69
Pharmacy Technicians	200	260	30.0	\$17.98
Kings County				
	2006	2016		
Social and Human Service Assistants	80	110	37.5	\$10.71
Preschool Teachers, Except Special Education	90	120	33.3	\$11.65
Customer Service Representatives	180	240	33.3	\$13.16
Medical Assistants	330	430	30.3	\$13.46
Insurance Sales Agents	110	140	27.3	\$21.36

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. WIA Dislocated Worker	17.277	\$	\$	\$ 16,330,843.00	\$ 0.00	\$ 16,330,843.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 16,330,843.00	\$ 0.00	\$ 16,330,843.00

SECTION B - BUDGET CATEGORIES						
Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					
	(1)	(2)	(3)	(4)	Total (5)	
a. Personnel	\$ 551,055.00	\$	\$	\$	\$	\$ 551,055.00
b. Fringe Benefits	192,869.00					192,869.00
c. Travel	10,868.00					10,868.00
d. Equipment	0.00					0.00
e. Supplies	40,735.00					40,735.00
f. Contractual	15,439,132.00					15,439,132.00
g. Construction	0.00					0.00
h. Other	96,184.00					96,184.00
i. Total Direct Charges (sum of 6a-6h)	16,330,843.00					16,330,843.00
j. Indirect Charges	0.00					0.00
k. TOTALS (sum of 6i and 6j)	\$ 16,330,843.00	\$	\$	\$	\$	\$ 16,330,843.00

7. Program Income	\$	0.00	\$	\$	\$	0.00
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Attachment E.1

Line Item Budget - California Multi-Sector Workforce Partnership			
Management & Oversight	Grantee Level – SBWIC	Project Operator Level – SBWIC	Totals
ADMIN			
Personnel	1,306,035	215,111	1,521,146
Fringe Benefits	457,112	75,289	532,401
Travel	15,000	15,000	30,000
Supplies	88,645	23,800	112,445
Contractual	0	0	0
Other	207,500	58,000	265,500
Sub-Total	2,074,292	387,200	2,461,492
PROGRAM			
Contractual	250,000	0	250,000
Sub-Total	250,000	0	250,000
Grand Totals	2,324,292	387,200	2,711,492

	Project Operator Level	Project Operator Level	Total
Contractual	Admin	Program	
Anaheim	10,000	180,000	190,000
Contra Costa	31,200	561,600	592,800
Foothill	65,625	1,181,250	1,246,875
Kern/Inyo/Mono	75,000	1,350,000	1,425,000
Kings County	7,500	135,000	142,500
Long Beach	206,000	3,708,000	3,914,000
Los Angeles, City	175,000	3,150,000	3,325,000
Los Angeles County	735,375	13,236,750	13,972,125
Merced County	57,750	1,039,500	1,097,250
Monterey County	56,400	1,015,200	1,071,600
NCCC	5,625	101,250	106,875
Orange County	35,250	634,500	669,750
Richmond, City	20,000	360,000	380,000
Sacramento	94,500	1,701,000	1,795,500
San Benito County	22,400	403,200	425,600
San Bernardino County	193,200	3,477,600	3,670,800
San Joaquin County	157,290	2,831,220	2,988,510
San Luis Obispo County	40,400	727,200	767,600
Santa Ana, City	17,500	315,000	332,500
South Bay	<i>See Table Above</i>	3,484,800	3,484,800
Stanislaus County	40,500	729,000	769,500
Total	2,046,515	40,322,070	42,368,585

Grand Total	45,080,077
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South Bay Workforce Investment Consortium, Inc.

			PROGRAM
Contractual:	250,000		0
California Workforce Association	The SBWIC, Inc. will contract with the California Workforce Association, which will be responsible for the following project activities on behalf of the Multi-Sector Partners: Facilitate timely information sharing between partners; Facilitate monthly Partnership meetings; gather and disseminate information on promising practices; and coordinate with state organizations, e.g., California EDD, the Chancellor's Office of the California Community Colleges, and the California Department of Education to assist resource leveraging to support the partnership's activities.		250,000
Sub-Total	250,000		0
Grand Totals	2,324,292		387,200
			2,711,492

PROJECT OPERATOR LEVEL – PROGRAM

Contractual:

Core Services (\$6,762,012)

All participants (100%) in the project must receive at least one *unduplicated* Core Service from a participating One-Stop career center as a means to reconnect them to the workforce as quickly as possible in the most cost effective manner. As such, every participant is expected to enroll in Core Services funded by this grant. This strategy is consistent with the sequence of services requirement of the WIA in which participants must receive at least one Core Service prior to enrollment into Intensive Services or training.

Intensive Services (\$10,143,017)

SBWIB examined five recent program years (PY 05-06 to 09-10) to identify the proportion of DW Formula (including ARRA) and 25% Additional Assistance participants that received at least one Intensive Service from a local One-Stop career center during this period. The number enrolled in Intensive Services was 2,141 out of a total of 2,239 enrollments. The lowest percentage of participants receiving at least one Intensive Service was 86.48% while the high was 100%; the mid-hinge was 93.8%

The reason that individuals enroll in Intensive Services is that those who are inclined to enroll in a federal job training program do so because they tend to have limited marketable skills, cannot easily find new work, and are in need of in-depth career services and assistance in finding a job. The majority of job seekers who are able to find work on a self-directed basis or with modest staff assistance out of Core Services are not likely candidates for enrollment in a special dislocated worker project; job seekers who do are the targets of this project. As noted below, the job seekers targeted for participation have expressed a need for retraining in almost every instance, which can only occur after receipt of one or more Intensive Services. For this reason, all participants are expected to enroll in Intensive Services.

According to the WIA Final Rules, *“Intensive Services are listed in WIA section 134(d)(3)(C). The list in the Act is not all-inclusive and other intensive services, such as out-of-area job search assistance, literacy activities related to basic workforce readiness, relocation assistance, internships, and work experience may be provided based on an assessment or individual employment plan.”* Further, the WIA Final Rules indicate that *“work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private, for profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.”*

On a limited basis, paid work experience and paid internship activities will be arranged as short-term Intensive Service strategies to connect workers to new industries and occupations and, ultimately, full-time, unsubsidized employment. Such activities will be arranged on the basis that successful conclusion of a paid experience assignment or internship leads to unsubsidized employment. These career development strategies serve multiple purposes. They: 1) introduce and orient workers to new industries and work environments; 2) help participants develop new workplace skills and refine transferable skills for new occupations; and 3) provide modest income in cases of severe economic need. See **Attachment F** for policies and procedures on paid work experience and internships.

On-the-Job Training (OJT)

Several employment sectors have been targeted by the Multi-Sector Partners for skill development, job placement, possible development of OJT agreements, and ultimately employment retention--specific growth sectors are identified in **Attachment G**. The top five occupations with the most job openings and fastest growth rates in each local labor market are identified in **Attachment D**.

The project operators and their One-Stop career centers maintain existing relationships with employers developed over years of community interactions and experience. These relationships will be drawn upon to identify employment opportunities for participants and will be supplemented by business services and job development staff through: chamber of commerce meetings, direct job development activities, follow-up with existing employer clientele to identify new hiring opportunities, participation in local economic development events, participation in local green workforce meetings and events, and coordination with the California EDD to conduct positive (staffing) recruitment activities for area employers.

In cases where potential long-term job placement is apparent and an employer has indicated intent to hire, an OJT agreement may be developed. *On-the-job training agreements will only be developed with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period.* Under an OJT, the wage reimbursement to an employer as an offset to the extraordinary costs of training a new hire will be based on the specific vocational preparation level requirements of the position and will not exceed 90% of the hourly wage (see EDD Workforce Services Division Directive WSD10-10).

On-the-job training agreements will be conducted according to the following guidelines:

The DOL granted California a waiver of WIA Section 101(31)(B) to permit an increase in employer reimbursements for on-the-job training through a sliding scale based on the size of the business. This waiver is granted through June 30, 2011. Under this waiver, the following reimbursement amounts are permitted: (1) up to 90 percent for employers with 50 or fewer employees; (2) up to 75 percent for employers with 51-250 employees; and (3) up to 50 percent reimbursement for employers with more than 250 employees. Local areas may provide on-the-job training to adults with WIA Adult funds, and on-the-job training to DWs with WIA DW funds.

The duration of an OJT agreement will not exceed six months in any instance. Other regulations on the use of OJTs, which also constitute operational policies for this project, are found at WIA Section 101(31), and at sections 663.700, 663.705, 663.710, and 663.715 of the WIA Final Rules.

Classroom Training

Classroom Training refers to training in a classroom setting for academic or occupational skills training leading to permanent, full-time employment. The intent of classroom training is to provide training in a classroom environment for participants identified as in need of formal training after completion of an assessment. For participants, this training, which is not intended to exceed two years in duration, typically results in a diploma, certificate, or degree. In this project, participants will be selected for enrollment in classroom training based on the vocational goals indicated in their

In PY 08-09 (most recent year for which data are available) the DW Program ACEE for the State of California was \$10,092.00 according to the EDD Workforce Services Division. Using this figure as a base, at an annual rate of 2.5%, the State's PY 09-10 inflation-adjusted ACEE would be \$10,344.00. The proposed ACEE for this project will be equal to or less than \$9,571.00, a difference of minus \$521.00 per participant when comparing the two costs, or minus \$773.00 per participant if compared to the State's inflation-adjusted figure.

Major Budget Expenses and Enrollment Categories

Ten percent (10%) of the project budget is devoted to administrative expenses, 15% is earmarked for Core Services, 22.5% is budgeted for Intensive Services, 2.5% is allocated to the Supportive Services category, and 50% is earmarked for training. A budget allocation table is provided below. The table reflects dollar allocations within the budget by major service category in addition to the percentage of the total budget represented by each category, the number and percentage of enrolled participants by category, and the average cost per service component.

Major Service Category	% of	#	%	Average
	Budget	Parts.	Enrollment	Cost
Administration	10	5,887	100	\$ 766
Core Services	15	5,887	100	\$1,149
Intensive Services	22.5	5,887	100	\$1,723
Supportive Services	2.5	5,301	90	\$ 213
Training Services	50	2,945	50	\$7,654

Attachment F

California Multi-Sector Workforce Partnership

Policies and Procedures for Paid Work Experience and Internships

Policies

Work Experience and Internships are short-term work assignments with a private for-profit, non-profit, or public employer. Paid Work Experience and Internships are designed to help participants enhance occupational skills learned in a classroom setting, learn new skills in the work place, and apply new skills in a real world setting. Work Experience and Internships can serve as an excellent “step up” for participants by providing exposure to the unique aspects of a specific vocation while helping them attain actual Work Experience and employer references related to their career goals. Accordingly, the following policies have been developed to facilitate these qualitative learning experiences for participants in the California Multi-Sector Workforce Partnership Project.

1. Work Experience and Internships may be provided to participants as an additional activity after successful completion of skills training or, as appropriate, in lieu of a skills training activity. Paid Work Experience and Internships may be provided to recipients of Unemployment Insurance (UI) if allowed by the federal Workforce Investment Act (the Act) and local workforce investment board (WIB) policy.

The participant must be ready to temporarily suspend his/her UI benefits while participating in a Work Experience assignment or Internship and prepared to reapply for UI benefits upon completion. Reapplication for UI benefits does not guarantee that UI benefits will be approved. All participants should contact the California EDD to determine how participation in paid Work Experience assignments or Internships may affect their current and future benefits based on their individual circumstances. Wages paid for Work Experience and Internships are exempt from state unemployment and disability insurance; therefore, wages paid for such activities will not contribute to future UI or state disability claims;

2. Paid Work Experience assignments and Internships will not be provided to participants that have completed an Internship or externship as part of an earlier training program. Unpaid Internships would be allowable in these two circumstances. Participants that have not received formal training may be placed in a paid Work Experience assignment or Internship at any time; and
3. All participants that have received formal training must pursue employment in training-related occupations for a period of up to 90 days prior to requesting a paid Work Experience assignment or Internship.

Duration

Work Experience and Internship activities require prior approval by the local WIB unless otherwise arranged or allowed by said WIB. Once a One-Stop center/service provider at which a participant is enrolled determines that either Work Experience or an Internship is appropriate, the One-Stop center/service provider will submit a Work Experience/Internship request to the local WIB for approval. The duration of an Internship or Work Experience assignment will be based on the SVP specifications

Attachment G

California Multi-Sector Workforce Partnership Targeted Employment Sectors by Local Workforce Investment Area

Contra Costa County (Includes City of Richmond)

2008-2018 Alameda and Contra Costa Counties Projection Highlights

Non-farm employment, which makes up about 91 percent of total employment, is expected to grow by 7.2 percent. Approximately 63 percent or 46,700 jobs will be created in the following industry sectors: Education Services, Health Care and Social Assistance (28,300 jobs) and Professional and Business Services (18,400 jobs).

Industry projections for total employment, which includes Self-Employment, Unpaid Family Workers, Private Household Workers, Farm, and Non-farm Employment in Alameda and Contra Costa counties is expected to reach 1,211,100 by 2018. This increase represents a gain of 77,800 jobs.

The fastest growing industry sectors, based on growth rate, are Education Services, Health Care & Social Assistance (22 percent), Professional & Business Services (11.3 percent) and Financial Activities (9.6 percent). Other industry sectors growing faster than the counties' non-farm employment growth rate include Leisure & Hospitality (8.9 percent), Government (7.5 percent), and Construction (7.4 percent).

Kern/Inyo/Mono Consortium

2008-2018 Kern County Projection Highlights

The largest number of new jobs is forecasted in Education Services, Health Care, and Social Assistance (10,300), Government (7,100), and Professional and Business Services (6,300). These industry sectors account for 60 percent of all job growth in non-farm employment.

The fastest growing non-farm industry sector is Education Services, Health Care, and Social Assistance with an annual average growth rate of 4 percent. Other major industry sectors with significant growth rates are Wholesale Trade (3.3 percent), Professional and Business Services (2.5 percent), and Leisure and Hospitality (2.1 percent). Job growth is projected in all major industry sectors in the county.

2008-2018 Alpine, Inyo, and Mono Counties Projection Highlights

Non-farm employment, which makes up about 91 percent of total employment, is expected to grow by 8.2 percent or 1,290 jobs. Approximately 65 percent of this region's non-farm employment is concentrated in the Leisure and Hospitality and Government sectors. These two industry sectors are expected to account for 67 percent of the new jobs over the projection period.

The fastest growing non-farm industry sectors, based on growth rate, are Education Services, Health Care and Social Assistance (27.1 percent), Wholesale Trade (20 percent), Professional and Business Services (15 percent) and Government (11.6 percent). Other industry sectors growing faster than the

2006–2016 Yuba and Sutter Counties Projection Highlights

The Government sector will generate an estimated 1,500 jobs, the largest number of new jobs for the outlook period. An additional 1,300 new jobs are estimated to occur in the Education Services, Health Care and Social Assistance sector, and an additional 600 are estimated to occur in the Professional and Business Services.

The fastest growing non-farm industry sector is Education Services, Health Care and Social Assistance with an annual average growth rate of 2.4 percent. Other major industry sectors with significant growth rates are Professional and Business Services (1.8 percent), Other Services (1.7 percent), Leisure and Hospitality (1.4 percent), and Government (1.3 percent). Manufacturing, Financial Services, and Construction will not exceed the 1.0 percent annual average growth rate for Yuba and Sutter Counties non-farm employment.

Los Angeles County (Foothill, L.A. City, L.A. County, Pacific Gateway, and South Bay)

2008–2018 Projection Highlights

The largest number of new jobs is forecasted in Education Services, Health Care, and Social Assistance (130,700), Professional and Business Services (71,500), and Government (56,000). These industry sectors account for 70 percent of all job growth in non-farm employment.

The fastest growing non-farm industry sector is Education Services, Health Care, and Social Assistance with an annual average growth rate of 2.6 percent. Other major industry sectors with significant growth rates are Professional and Business Services (1.2 percent), and Wholesale Trade (1.2 percent).

Merced County

2006–2016 Projection Highlights

The largest amount of job growth is expected to occur in the Government sector with the addition of 2,200 jobs. One-half of this increase is expected in State Government Education. Significant increases are also forecast in Professional and Business Services (900), Transportation, Warehousing, and Utilities (800) and Education Services, Health Care and Social Assistance (600). Construction, Manufacturing, Information, and Financial Activities are expected to decline.

Professional and Business Services is expected to be the fastest growing sector with an annual average increase of 2.4 percent. Annual growth rates in Wholesale Trade (2.2 percent), Government (1.5 percent), and Education Services, Health Care, and Social Assistance (1.1 percent) will exceed the annual average growth rate of 0.7 percent for total non-farm employment in the county.

Monterey County

2008-2018 Projection Highlights

Non-farm employment, which makes up about 68 percent of total employment in 2008, is expected to grow by 6.9 percent. Approximately 74 percent or 6,600 jobs will be created in the following industry sectors: Education Services, Health Care and Social Assistance (3,400 jobs) and Government (3,200 jobs).

the fastest growing industry sector, expected to grow at more than three times the 7.1 percent rate for total employment, at 23.2 percent. Financial Activities is the only industry sector expected to decline, with a minimal loss of 100 jobs.

The Computer and Electronic Product Manufacturing sub sector is projected to add 2,800 jobs and increase by 2.5 percent over the 10-year period. In 2008, this region employed 38 percent of Computer and Electronic Product Manufacturing jobs in California. By 2018, the region is projected to employ 42 percent of Computer and Electronic Product Manufacturing jobs in the state.

San Bernardino County

2008–2018 Riverside and San Bernardino Counties Projection Highlights

The Education Services, Health Care and Social Assistance sector will generate an estimated 30,000 jobs, the largest number of new jobs for the outlook period in any sector. An additional 17,400 new jobs are estimated to occur in the Government sector, with 15,100 new jobs projected in the Professional and Business Services sector.

The fastest growing non-farm industry sector is Education Services, Health Care and Social Assistance with an annual average growth rate of 2.3 percent. Other major industry sectors with significant growth rates are Professional and Business Services (1.1 percent), Wholesale Trade (1.1 percent), Leisure and Hospitality (1.0 percent), and Other Services (0.9 percent). Government, Transportation, Warehousing, and Utilities, Construction, Information, Financial Activities, and Manufacturing will not exceed the 0.8 percent annual average growth rate for Riverside and San Bernardino Counties non-farm employment.

San Joaquin County

2008–2018 Projection Highlights

The Education Services, Health Care, and Social Assistance sector will generate over 40 percent (6,900) of new non-farm jobs during the outlook period. Another 4,200 new jobs are estimated to occur in the Government (2,400) and Professional and Business Services (1,800) sectors. The Manufacturing sector is projected to have a slight decrease of 200 jobs.

The fastest growing non-farm industry sector is Education Services, Health Care, and Social Assistance, with a growth rate of 2.4 percent per year. Other major industry sectors with annual growth rates above the county's growth rate are Transportation, Warehousing and Utilities (1.1 percent) and Professional and Business Services (1 percent).

San Luis Obispo County

2008–2018 Projection Highlights

Three sectors will each generate 2,000 new jobs in the outlook period: Education Services, Health Care and Social Assistance; Leisure and Hospitality; and Government. An additional 1,800 new jobs are estimated for the Professional and Business Services sector, and 1,500 new jobs are projected in the Retail Trade sector. These five sectors account for over 86 percent of new jobs in Non-farm employment.

DIRECTIVE WORKFORCE SERVICES

Number: WSD10-10

Date: October 15, 2010

69:168:ab:13831

TO: WORKFORCE DEVELOPMENT COMMUNITY

SUBJECT: WIA STATEWIDE WAIVERS AND EXTENSION OF STATE PLAN FOR
PY 2010-11

EXECUTIVE SUMMARY:

Purpose:

The purpose of this directive is to convey the policy and procedural information pertaining to the extension of six statewide waivers and the approval of two new waivers granted to the State of California under the Workforce Investment Act (WIA) of 1998.

Additionally, it announces the extension of the State's Strategic Plan through June 30, 2011.

Scope:

This directive applies to all Local Workforce Investment Areas (local area) and all other recipients of WIA funds.

Effective Date:

This directive is effective upon release.

REFERENCES:

- WIA Sections 101(8)(C), 101(31)(B), 122(c), 133(b)(4), 134(a)(1)(A), 134(a)(3)(A)(iv), 134(d)(4)(E), 136(b) and 189(i)(4)
- Title 20 Code of Federal Regulations (Title 20 CFR) Sections 661.420, 663.530, 664.510 and 667.140
- Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) 30-09, Layoff Aversion Definition and the Appropriate Use of WIA Funds for Incumbent Worker Training (IWT) for Layoff Aversion Using a Waiver (June 8, 2010)
- DOL TEGL 26-09, WIA Waiver Policy and Waiver Decisions for Program Year (PY) 2009 and 2010 (May 12, 2010)

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.

- The waiver of WIA Section 133(b)(4) to increase the allowable transfer amount between adult and dislocated worker funding streams allocated to a local area.

The two new waivers include:

- The waiver of WIA Section 101(31)(B) to increase the employer reimbursement for on-the-job training.
- The waiver of WIA Section 134(a)(1)(A) to permit a portion of the funds reserved for rapid response activities to be used for IWT.

These waivers were approved through June 30, 2011.

POLICY AND PROCEDURES:

Extended Waivers

Individual Training Accounts

The DOL granted California an extension of the waiver of the prohibition at 20 CFR 664.510 on the use of ITAs for older and out-of-school youth program participants. This waiver is granted through June 30, 2011. Under this waiver, local areas can use ITAs for older and out-of-school youth program participants. Local areas must ensure that funds used for ITAs are tracked and reflected in the individual service strategies for these youth and where appropriate, counted toward the 30 percent out-of-school expenditure requirement.

This waiver assists local areas in maximizing the service delivery capacity of WIA youth programs within the One-Stop Career Centers by allowing youth who are determined not to follow an academic track, and are instead focused on employment, to have the same advantages of ITAs as adults and dislocated workers.

This waiver applies to both WIA and ARRA formula funds.

Eligibility of Training Providers

The DOL granted California an extension of the waiver that suspends the subsequent eligibility certification requirements of WIA Section 122(c). This waiver is granted through June 30, 2011. Under this waiver, the State is allowed to postpone the determination of subsequent eligibility of training providers. Additionally, this waiver allows the State to provide an opportunity for training providers to re-enroll and be considered enrolled as eligible providers.

This waiver encourages broader participation on the ETPL and minimizes the management burden for the local areas.

This waiver applies to both WIA and ARRA formula funds.

granted through June 30, 2011. This waiver permits the use of a sliding scale for the employer contribution based on the size of the business. Under this waiver, the following sliding scale is permitted: (1) no less than a 10 percent match for employers with 50 or fewer employees; (2) no less than a 25 percent match for employers with 51 – 250 employees; and (3) no less than a 50 percent match for employers with more than 250 employees. No request process is required for local areas to implement the employer match sliding scale.

This waiver provides a valuable tool to local boards in their support of California's small businesses and their employees. The sliding scale for employer match provides the necessary flexibility for small businesses to participate in the WIA customized training program. Accordingly, the intent of this waiver is to encourage greater employer participation which will lead to increased employment rates for skilled job seekers.

This waiver applies to both WIA and ARRA formula funds.

Transfer of Adult and Dislocated Worker Formula Funds

The DOL granted California an extension of the waiver to permit an increase of the funds transfer limitation at WIA Section 133(b)(4). This waiver is granted through June 30, 2011. Under this waiver, local boards may transfer up to 50 percent of the adult funds and up to 50 percent of the dislocated worker funds allocated to the local area between the adult and dislocated worker funding streams. This transfer limit provides the local areas flexibility while ensuring consistency with the Congressional intent regarding the level of funding appropriated for WIA adult and dislocated worker programs. This waiver does not apply to funds made available through the ARRA. However, the State is permitted to transfer up to 30 percent of ARRA funds between programs under WIA and under the DOL Appropriations Act of 2009.

The local boards must submit transfer requests in writing to the appropriate Regional Advisor. For policies and procedures regarding the transfer of funds, please refer to WSD10-5, "Transfer of Funds for WIA Adult and Dislocated Worker Programs."

New Waivers

Increase in Employer Reimbursement for On-the-Job Training

The DOL granted California a waiver of WIA Section 101(31)(B) to permit an increase in employer reimbursement for on-the-job training through a sliding scale based on the size of the business. This waiver is granted through June 30, 2011. Under this waiver, the following reimbursement amounts are permitted: (1) up to 90 percent for employers with 50 or fewer employees, (2) up to 75 percent for employers with 51 – 250 employees, and (3) up to 50 percent reimbursement for employers with more than 250 employees. Local areas may provide on-the-job training to adults with WIA adult funds, and on-the-job training to dislocated workers with WIA dislocated worker funds. In the event that funds allocated to a local area for adult employment and training activities are limited, priority for intensive and training services funded with adult funds should be used for low-income adults [WIA Section 134 (d)(4)(E)].

- Surveys and studies conducted by organizations or intermediaries such as the National Institute of Standards and Technology Manufacturing Extension Partnership may help to identify specific skill sets workers will need in order to remain employed.
- Data from other organizations including chambers of commerce, Small Business Development Centers, labor organizations, and surveys and studies commissioned by local areas.

Identification of Incumbent Worker Training Needs within Industries:

- Identify new or changing regulations that require a change in technology, software, waste reduction, energy conservation, etc.
- Identify changing skill requirements as a result of external economic or market forces, significant changes in operating processes, rapidly changing industry or occupational job requirements or emergence of new products.
- Direct communication with employers or joint labor-management committees such as joint apprenticeship training committees.
- Use of industry recognized skills standards and curriculum.
- Use the EDD LMID or other credible data industry projections to identify industry trends.

ACTION:

Implementation of these two new waivers could affect locally established policies and procedures. If programmatic changes occur, local areas may need to include them in their PY 2010-11 Local Plan Modifications.

Please bring this directive to the attention of all relevant parties.

INQUIRIES:

If you have any questions, please contact your Regional Advisor at (916) 654-7799.

/S/ MICHAEL EVASHENK, Chief
Workforce Services Division

Attachments are available on the internet:

1. Waiver Approval Letter from DOL
2. Summary of Comments

370-7201-573	New Economy
370-7201-574	Economic Stimulus – Dislocated Workers
370-7201-575	Economic Stimulus – Youth
370-7201-576	Economic Stimulus – Adults
370-7201-577	Probation I
370-7201-578	Probation II
370-7201-579	Economic Stimulus – Rapid Response
370-7201-580	New Start
370-7201-581	LA County CSBG
370-7201-582	Pre-Apprenticeship ARRA 15%
370-7201-583	Pre-Apprenticeship CEC ARRA
370-7201-584	Engineering Training For Vets
370-7201-585	ARRA Rapid Response Add. Asst.
370-7201-586	ARRA LA County Summer Youth
370-7201-587	BTW STEM
370-7201-588	Bridges to Success

The City of Hawthorne does not have an indirect cost rate.

Personnel services costs (Salary and Benefits) of internal staff who spend a portion of their time in Administrative and a portion of their time in program functions are individually distributed to the respective cost/categories based on staff time records, which indicates actual time spent on each cost objective during each working day.

Administrative Personnel costs charged to the admin pool is allocated to the programs benefiting from these costs based on the direct costs charged to those programs, which include personnel salaries, benefits and participant costs.

Program Personnel costs charged to the program pool is allocated to the programs benefiting from these costs based on the direct costs charged to those programs, which include personnel salaries, benefits and participant costs.

Non-personnel services costs (Maintenance and Operation Cost) when identifiable, are charged directly to the program cost objective/category directly benefited. All other nonpersonnel services costs not directly identifiable are allocated to the benefiting program cost objective/category as follows:

Admin Rent, utilities and phones costs are allocated based on square feet and on FTE of personnel working directly for the program.

All other costs are allocated based on the total direct program costs of the programs, including personnel salaries, benefits and participants costs.

These costs are budgeted in sections 510-Admin., and 511-Operations, of the City's Budget.

CERTIFICATE OF COST ALLOCATION PLAN

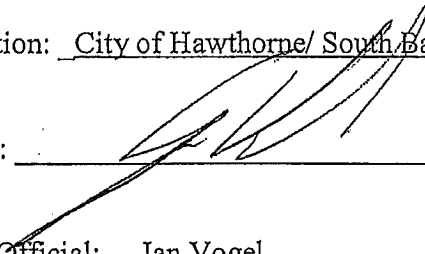
This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal for The City of Hawthorne/South Bay WIB to establish cost allocations or billings for FY 2010-2011 are allowable in accordance with the requirements of the Federal award(s) to which they apply and OMB Circular A-122, "Cost Principles for Non-Profit Organizations." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

2. All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes in advance.

I declare the foregoing is true and correct.

Organization: City of Hawthorne/ South Bay WIB

Signature:  _____

Name of Official: Jan Vogel

Title: SBWIB, Executive Director

Date: October 28, 2010

ATTACHMENT A-1

CONTRACTOR'S LAYOFF EVENTS

Company	WIB	# of Participants	# Laid Off
Long Beach Unified School District (Hughes Way) – ***LOD - 6/30/10	PACIFIC GATEWAY	100	777
Border's Group Inc. – ***LOD - 4/18/11	PACIFIC GATEWAY	30	70
Ball Metal Beverage Container Corp – ***LOD - 8/11/11	PACIFIC GATEWAY	45	131
Long Beach Unified School District (Atlantic Ave.) – ***LOD - 11/12/10	PACIFIC GATEWAY	25	60
Boeing (E. Wardlow Road) –***LOD - 3/11/11	PACIFIC GATEWAY	300	900
Boeing (Long Beach) –***LOD - 11/19/10	PACIFIC GATEWAY	15	104
	PACIFIC GATEWAY TOTAL	515	2042

Layoff Date-LOD

ASSURANCES

- All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than six (6) months of the grant award date of June 30, 2011. This six month enrollment period may be modified by SBWIB, Inc. at any time.
- Unless specifically developed for the California Multi-Sector Workforce Partnership Project and agreed to in writing by the partners, State of California policies governing on-the-job training (OJT) agreements, customized training, participant support services, paid and unpaid work experience, and paid and unpaid internships shall apply to all such activities under this agreement. Where the State has not defined a specific policy, and where specific policy or guideline has not been developed and approved for the Project, WIA rules and regulations will prevail.
- All local WIA policies and WIA-funded activities, including those pertaining to and funded under the National Emergency Grant Program, shall comply with all applicable federal and state statutes, rules, policies, and regulations of the federal Workforce Investment Act of 1998.
- Work experience wages paid under this agreement shall not exceed \$15.00 per hour and the length of a paid work experience assignment will not exceed 12 weeks.
- On-the-job training agreements will be developed only with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period. Wage reimbursement payments under OJT agreements will be based on the specific vocational preparation level requirements of the position in question and will not exceed 90% of the hourly wage per current DOL state waiver. In no case may the duration of an OJT agreement exceed six months in length.
- Follow-up services for participants receiving service(s) under this agreement shall continue for 12 months after program exit.
- No participant receiving service/assistance under this agreement may be enrolled in another NEG without the express written authorization of the SBWIB, INC., Inc.
- No funds will be used under this NEG agreement to pay for health insurance premiums for dislocated workers who do not qualify under programs authorized by the Trade Act of 2002.
- NEG supportive service funds may be used to pay for emergency medical treatment and needs-related payments—where authorized by local workforce investment boards for the Dislocated Worker Formula Program.
- No Rapid Response activities will be funded under this agreement.
- All participants receiving service(s)/assistance under this agreement must complete training no later than 90 days prior to the end of the agreement or March 17, 2013, whichever comes first.

PROJECT'S ADMINISTRATION

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Title: Fiscal Coordinator

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Facsimile: (310) 970-7711

E-Mail Address: dstevenson@sbwib.org

Responsible for Contract Areas: Anaheim, Long Beach, Orange County, San Bernardino, Santa Ana, Stanislaus

MIS ADMINISTRATION:

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Title: MIS

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E-Mail Address: thambrick@sbwib.org

CONTRACTOR'S ADMINISTRATION

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CONTRACT ADMINISTRATION:

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Facsimile: 562.570.3657

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BUDGET SUMMARY FORMS

IN PROGRESS

**SOUTH BAY WORKFORCE INVESTMENT BOARD
REQUEST FOR CASH FORM**

Submit electronically via e-mail to Dori Giulea at: tgiulea@sbwib.org
and cc: your contract manager
Dustin Stevenson at: dstevenson@sbwib.org
James Carradine at: jimmyc@sbwib.org
Ken Kessler at: kkessler@sbwib.org

DO NOT LEAVE ANY FIELD BLANK; ALL FIELDS MUST BE COMPLETED PRIOR TO PROCESSING.

Agency:					
Address:					
Contract Number:		Program:			
Date of Request: (mm/dd/yy)		Fiscal Year: FY(yyyy-yy)	2011-2012		
Report Period: (Month)		Request Number:			
(A)	B = (A + C)	(C)	D = (A+C)	(E)	F = (E-D)
BEGINNING CASH REQUEST	TOTAL CASH DISBURSED	CURRENT CASH REQUEST	ENDING CASH REQUEST	TOTAL GRANT	BALANCE REMAINING
\$0	\$0	\$0	\$0	\$0	\$0

NOTE:
Please email all request by the end of business day Friday for disbursements taking place the Thursday of the following week.

MONTHLY EXPENDITURE REPORT
 South Bay Workforce Investment Board

Contractor: _____	Project: _____
Address: _____	Report Period: _____
Agreement No. _____	Request No.: _____

Cost Classification/Line Item	TOTAL CONTRACT AMOUNT	CUMULATIVE PREVIOUSLY BILLED	CURRENT BILLING				TOTAL	YEAR-TO-DATE BILLINGS	CONTRACT BALANCE
			ADMIN	CORE SERVICES	INTENSIVE	TRAINING			
PERSONNEL COSTS									
Salaries									\$ -
Fringe Benefits									\$ -
Subtotal Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER COSTS									
Facility									\$ -
Communications - Telephone									\$ -
Postage									\$ -
Materials and Supplies									\$ -
Mileage/Travel									\$ -
Subtotal Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARTICIPANT RELATED COST									
Training Cost									\$ -
Work Experience									\$ -
Customized Training									\$ -
Classroom Training									\$ -
OJT Employer Reimbursement									\$ -
Subtotal Training Related Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supportive Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Participant Related Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT									
Profit									\$ -
TOTAL CASH REQUESTED TO DATE	\$ -								\$ -

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the contract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. I, as the authorized representative of this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Due monthly by the 15th of each month.

Prepared By: _____	Title: _____
Date: _____	Phone: _____
Authorized Signature: _____	Date: _____

GENERAL PROVISIONS

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

General Assurance.

Every reasonable course of action shall be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. The Contractor, its executive staff and employees, in administering the Agreement, shall avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Nondiscrimination.**Prohibition of Discrimination Regarding Participation, Benefits, and Employment**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Prohibition on Assistance for Facilities for Sectarian Instruction or Religious Worship

Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

Prohibition on Discrimination on Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Title with respect to the terms and conditions affecting the rights provided to the individual solely because of the status of the individual as a participant.

Prohibition on Discrimination Against Certain Non-Citizens

Participation in programs and activities or receiving funds under this Title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States.

Nepotism: The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity". For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program including but not limited to selection, hiring, or supervisory responsibilities.

Avoidance of Conflict of Economic Interest.

An executive or employee of the Contractor, an elected official in the area of a member of the South Bay Workforce Investment Board (SBWIB, Inc. shall 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 Contractor or Sub-contractor. Supplies, materials, equipment or services purchased with subgrant funds shall be used solely for purposes allowed under this Agreement.

No member of the SBWIB, Inc. shall 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 of any business or organization which the member directly represents.

Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, 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 whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

Unallowable Activities and Costs.

Contractor will comply with the guidelines per 20 CFR Part 652, WIA Final Rule, August 11, 2000, regarding unallowable activities and costs or compensation may be disallowed. The following activities and costs, among others, are specifically unallowable:

1. **Public Service Employment:** No funds will be used under this Agreement for public service employment, subsidized employment with public and non-profit employers providing public services, except to provide disaster relief employment as specifically authorized in section 173(d), (WIA SEC. 195(10)).
2. **Sectarian Activities:** The employment or training of participants to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious work activities is prohibited.
3. **Political Activities:** No financial assistance may be provided for any program which involves political activities.
4. **Maintenance of Effort:**
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. 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) the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.

- d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. Any funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of Such individual in or to a training program funded under this WIA.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.
9. Funds provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the absence of such funds.
10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
12. No funds shall be used for employment generating activities.
13. Incumbent Employee: No funds shall used on wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec 181(b)(1)).

UNDERSTANDINGS

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.

- D. Contractor understands that SBWIB, Inc. staff are charged with tracking and reporting on compliance and performance of all Agreements to the SBWIB, Inc. and/or designated committees. The staff are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that SBWIB, Inc.'s on-site monitoring shall, if applicable, include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund overpayments in order to recover funds from training institutions that received education assistance program funds on behalf of WIA participants.
- G. Contractor understands that all costs paid out for a participant who is enrolled without SBWIB, Inc.'s written authorization prior to enrollment who is found to be ineligible, and any costs associated with services provided under this Agreement found to be disallowed in an audit, shall be the sole responsibility of the Contractor. The SBWIB, Inc. will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed, or use any repayment method identified in the SBWIB, Inc.'s debt collection policy.
- H. The conduct of the parties to this Agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Contractor shall not deny the said benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
- I. Contractor will administer its programs under the Workforce Investment Act (WIA) in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIA Directives. Contractor's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the SBWIB, INC. within 24 hours of discovery in accordance with requirements and procedures contained in 20 CFR Section 667.630. Contractor shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

EXHIBIT D

CONSULTANTS

In the event that Contractor shall enter into consultant and/or professional service agreement for any services provided under this Agreement, the parties to any such agreement, and the services they are to provide, shall be identified below.

Contractor shall provide SBWIB, Inc. with current copies of any consultant and/or professional services agreements with the individuals listed below. Said agreements shall specify compliance with terms and conditions of the primary agreement with SBWIB, Inc.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc., Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, Contractor shall notify SBWIB, Inc. and provide copies of sub-agreements and other required documents.

Consultants performing services which may involve driving must provide evidence of insurance (insurance certificates) at the level required and with additional insured endorsements.

CONSULTANT

SERVICES TO BE PERFORMED



EDUCATIONAL AGREEMENT
EDUCATION SPECIALIST PRELIMINARY CREDENTIAL PROGRAM

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

Address: 3447 Atlantic Avenue
Long Beach, CA 90807

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

Agreement with...

Training Provider: CSULB, RESEARCH FOUNDATION
FOR CSULB, COLLEGE OF EDUCATION

DBA (If different): _____

Training Location: 1250 BELLFLOWER BLVD.
LONG BEACH, CA 90840-2201

Remittance: 6300 STATE UNIVERSITY DRIVE, SUITE 332
(If different) LONG BEACH, CA 90815

Contact Person: SHIREEN PAVRI
Title: ASSOCIATE DEAN FOR GRADUATE STUDIES AND RESEARCH

Phone: (562) 985-5646
Fax: _____
Email: SHIREEN.PAVRI@CSULB.EDU

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

562.570.WORK • 800.292.7200 • FAX 562.570.3704

ADMINISTERED BY:

3447 Atlantic Avenue, Long Beach, CA 90807 • pacificgatewayworkforce.com



- A. **PARTIES:** The City of Long Beach Pacific Gateway Workforce Investment Network (Network), as a designated local workforce investment area, agrees to pay up to twelve thousand seven hundred seventy (\$12,770.00) of tuition, fees, and expenses required to provide training to eligible Trainees enrolled with the trainer identified on page 1, hereinafter, known as the **Training Provider**.
- B. **TIME FRAME OF PERFORMANCE:** The time period of this Agreement shall begin upon execution and continue until June 30, 2013 or terminated in accordance with paragraph H.2.
- C. **APPROVED PROGRAMS:** Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are listed in the State of California Eligible Training Provider List (ETPL).
- D. **CUSTOMER REFERRAL AND RECRUITMENT:** The Training Provider understands that only trainees referred by the Network may be enrolled into approved training under this Agreement. The Bureau will forward an *Individual Training Account (ITA) Scholarship*, (see Exhibit A for sample), to Provider for each and all authorized Trainees.
- E. **COST:** The cost of training in this agreement shall not exceed the cost specified in the School catalog and consistent with that offered the general public. If the cost of training specified in ETPL is less than the amount listed in the Training Provider catalog, the ETPL will prevail. Any changes in tuition, fees, and expenses approved under this agreement or program information require prior approval by the Network.
1. The total amount reimbursed to the Training Provider, shall not exceed twelve thousand seven hundred seventy (\$12,770.00) per authorized trainee.
 2. In no event shall the Network reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Training Provider is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on University refund policy and the Maxine Waters School Reform and Student Protection Act Section 94870.
 3. Reimbursement to the Training Provider will be based on the provision of stated training services (as specified in the *ITA Scholarship -Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Training Provider by the Network may be delayed or withdrawn.
 4. The Training Provider agrees that the **Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the ITA Scholarship – Exhibit A**. The Provider understands that a violation of this provision may result in termination of this Agreement, at Network's discretion.
 5. The Training Provider agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Network or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Provider also agrees to provide photocopies of above referenced records, upon request from the Network. The Training Provider agrees to provide

reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

6. This Agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. All other applicable laws of the State of California shall also govern this Agreement.

F. PERFORMANCE:

1. The Network retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Provider may be delayed or withdrawn.
2. The Training Provider agrees to provide attendance records and progress reports on a need basis (at a minimum of one every semester, unless otherwise agreed upon) and any other pertinent student evaluation information per this Agreement. If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.
3. The Training Provider shall act in an independent capacity and not as officer, employee, or agent of the Network in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Provider. The Training Provider shall not contract or incur expenses in the name of the Network.
4. The Training Provider shall indemnify, hold harmless and defend the Network from and against any and all liability, loss, damage, expense and cost of every nature and causes of action arising out of or in connection with the Agreement. The Network shall indemnify, hold harmless and defend the State of California, Trustees of the California State University, California State University, Long Beach, the CSULB Research Foundation, and all officers, employees, volunteers and agents of each of them from any and all liability, loss, damage, expense, costs of every nature, and causes of action arising out of or in connection with this agreement.
5. The Training Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).
6. The Training Provider shall personally perform all services herein and documented in the ETPL. Any attempt by the Training Provider to delegate or subcontract its duties under this Agreement shall be void and allow the Network to immediately terminate this Agreement and withdraw payment(s).

G. PROVIDER ASSURANCES:

1. The Training Provider shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of the Network, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.

2. The Training Provider shall ensure that Trainee is provided with Provider's grievance procedures.
3. If Trainee chooses to drop out of the training program, the Training Provider shall conduct an exit interview with the Trainee, if possible, to document reason for termination. The Training Provider shall notify the Bureau in writing within two (2) business days of learning of the Trainee's decision.
4. The Training Provider may terminate/suspend Trainee on the same basis Training Provider would terminate/suspend any other participant receiving educational services. The Training Provider shall first advise the Network in writing, within five (5) business days, of the impending termination/suspension. The Training Provider shall provide the Network an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.
5. The Training Provider shall provide the Trainee with two cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.
6. The Training Provider shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
7. The Training Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Training Provider and Training Provider shall defend and hold the Network harmless from any expense or liability arising from Training Provider's non-compliance therewith.
8. The Training Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
 - That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
9. The Training Provider shall ensure compliance with the Network policy that prohibits retaliation or reprisal against an individual that:
 - Has filed a complaint;

- Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
 - Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions; and
 - Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.
10. The Training shall permit access by the Network or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
 11. The Training Provider agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either the *Network* or the State.
 12. The Training Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.
 13. The Training Provider shall ensure that training involving sectarian or political activities is prohibited.

H. TERMS:

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

I. PAYMENT OF TUITION AND REFUNDS:

1. The Network shall pay the Training Provider as per stipulations set forth in this Agreement.
2. The Training Provider shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following: a) name of Trainee, b) name of training program, c) amount due, d) a Provider billing contact name, e) Federal Tax Identification Number and f) progress report.
3. Original invoices must be mailed for verification and review to: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, Attn: Fiscal Services, 3rd Floor. Please address all inquires regarding the status of pending payments to the Operations Officer, at (562) 570-3678.
4. Payments and refunds shall be disbursed as follows:

Pay Point #1 At the beginning of training **100% Payable**
 (Following Completion of Five (5) or More Days of Program Attendance)

Pay Points:

1. **At the Beginning of Training:** This pay point will have been earned and may be billed for by the Training Provider when: all forms and agreements have been signed,

participant is enrolled, started training classes and completed five (5) or more days of program attendance.

2. **At Early Termination or Withdrawal:** The Training Provider shall use the University refund policy for return of unearned institutional charges if the student cancels an enrollment agreement or withdraws during a period of attendance. The refund policy for students shall be a pro rata refund for institutional charges. The Training Provider shall pay or credit refunds to the Network within 45 days of a student's cancellation or withdrawal.
3. **At Completion:** No additional pay point is scheduled at completion. Payments at this point will have been earned and billed by the Training Provider at the beginning of training. At this point, the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Training Provider's course curriculum and training schedule, and has attained the test score(s) or achievement level prescribed for completion. A copy of a certificate(s) of completion shall be submitted to the Network's Fiscal Services no later than fifteen (15) calendar days from the completed benchmark.

J. **INSURANCE:** The training provider shall maintain \$1,000,000 in General Liability insurance coverage for the entire term of this agreement and name "The City of Long Beach, its officials, employees, agents, and departments" as additional insured.

K. **STUDENT EVALUATIONS (PROGRESS REPORTS):**


The Provider at completion of each semester shall provide the *Network* on a need basis a standardized Progress Report or the Training Provider's Progress Report.

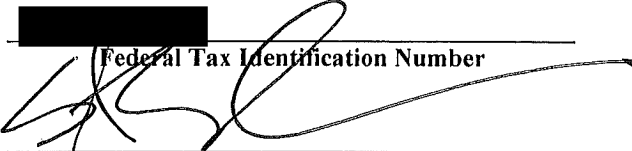
This Agreement has been executed, by and on behalf of the parties referenced below:

California State University Long Beach
Research Foundation

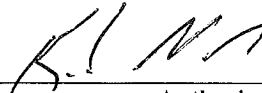
Training Provider Name

Pacific Gateway Workforce Investment Network
administered by the City of Long Beach
Workforce Development Bureau


Federal Tax Identification Number



Authorized Signature



Authorized Signature

Sandra A. Shereman, Sr. Director Sponsored
Name/Title Programs

 DAVID GONZALEZ,
INTERIM EXECUTIVE DIRECTOR
Name/Title

8.1.2012

Date

EXHIBITS

A. Individual Training Account (ITA) Scholarship

B. Trainee Evaluation (Progress Report)