

1 CONTRACT

2 **30816**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 May 2, 2008, pursuant to a minute order adopted by the City Council of the City of Long
5 Beach at its meeting held on June 19, 2007, by and between LOS ANGELES UNIFIED
6 SCHOOL DISTRICT, a California Educational Institution, with offices located at 333
7 South Beaudry Avenue, 18th Floor, Los Angeles, California 90017, ("Subcontractor") and
8 the CITY OF LONG BEACH, a municipal corporation ("City").

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

11 1.1 The City submitted an application ("Application") to the Employment
12 Development Department (the "State") of the State of California, Employment
13 Development Department, for funds to provide meaningful training and employment
14 opportunities for economically disadvantaged, unemployed and underemployed persons
15 consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of
16 the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies,
17 procedures and amendments issued thereto and/or legislation, regulations, policies,
18 directives, and/or procedures which may replace the Workforce Investment Act; and

19 1.2 The Application was approved by the State and a Workforce
20 Investment Act subgrant has been executed by and between the State and the City
21 authorizing such programs and providing the funding therefore under Workforce
22 Investment Act Master Subgrant Agreement, which has been designated as No.
23 R865464 the ("Prime Contract"); and

24 1.3 Subcontractor desires to participate in said program and is qualified
25 by reason of experience, preparation, organization, staffing and facilities to provide
26 services;

27 1.4 City is willing to utilize Subcontractor to provide contract services to
28 support Youth Services.

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

3 SECTION 1. DOCUMENT INCORPORATION.

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

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

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

15 C. The Fee Schedule ("Budget") for the case management services to
16 be provided by Subcontractor (the "Services") attached hereto as Exhibit "C".

17 D. The Budget Match ("Match") attached hereto as Exhibit "D".

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

1 Contract shall control.

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

4 SECTION 2. TERM.

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

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

22 SECTION 3. PERFORMANCE REVIEW.

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

1 shall be subject to review and approval by the City.

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

6 SECTION 4. CONTRACT AMOUNT AND PAYMENT.

7 The total amount which shall be payable by City to Subcontractor for
8 Subcontractor's services during the Term shall not exceed One Hundred Eleven
9 Thousand Six Hundred and Fifty Dollars (\$111,650.00).

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

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

27 Payment to the Subcontractor shall be limited to the amounts specified in
28 Exhibit "C" for the categories, criteria and rates established in said Attachment.

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

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

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

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

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

1 SECTION 5. RECORDS.

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

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

12 SECTION 6. FINANCIAL REPORTS.

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

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

1 within thirty (30) calendar days after its and, in any event, no later than six (6) months
2 after the end of the then-current fiscal year of Subcontractor. In the event the
3 Subcontractor fails to comply with this requirement, the Subcontractor shall be liable for
4 any costs incurred by City for a substitute audit or review.

5 SECTION 7. ACCOUNTING PROCEDURES.

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

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

19 A. Maintain a bank account and perform monthly bank reconciliations.

20 1. Deposit all receipts in the bank account promptly and intact.

21 (Do not pay any expense directly out of cash receipts).

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

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

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B. Designate specific employees to perform each of the following

functions:

1. Receipt for goods and services provided to Subcontractor.
2. Approve the purchase of goods and services for

Subcontractor.

3. Approve employee time sheets.
4. Each above function shall be designated to a different

employee.

C. Maintain documented support for every check written which should

include:

1. Original invoice from each vendor.
2. Indication by signature and date of an authorized employee that the goods or services were received by the Subcontractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.
3. Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and dated and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the Subcontractor.

D. Maintain a copy of each invoice submitted to Grants Accounting with

copies of all supporting documents.

E. Maintain the following records in an orderly fashion by grant period

or Subcontractor's fiscal year:

1. Bank statements and bank reconciliations.
2. Deposit slips and supports.
3. Checks and supports.
4. Time sheets or documentation to verify Subcontractor's labor

costs.

5. Cash receipts and cash disbursement journals.

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6. Requests for reimbursement and supports.

7. Financial statements.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR STATUS.

It is distinctly understood that in the performance of this Contract, the Subcontractor shall at all times be considered a wholly independent contractor and that Subcontractor's obligations to and authority from the City are solely as are prescribed by this Contract. Subcontractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Subcontractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner the officers, employees or agents of the City or the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated non-profit association. Subcontractor shall not have any authority to bind the City or GLBWDB at any time or for any purpose. Subcontractor nor any of Subcontractor's officers, employees or agents shall have any power or authority as agents or employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or GLBWDB employee.

SECTION 9. ASSIGNMENT.

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

1 SECTION 10. INDEMNIFICATION AND HOLD HARMLESS.

2 Subcontractor expressly agrees to defend, protect, indemnify and hold
3 GLBWDB, the City, their respective officers, employees and agents ("indemnified
4 parties"), free and harmless from and against any and all claims, damages, expenses,
5 loss or liability of any kind or nature whatsoever growing out of, or resulting from the acts
6 or omissions of Subcontractor, its officers, agents or employees in the performance of
7 this Contract. Subcontractor shall, at its own cost, expense and risk, defend all claims or
8 legal actions that may be instituted against either the indemnified parties and
9 Subcontractor shall pay any settlement entered into or satisfy any judgment that may be
10 rendered against either the indemnified parties as a result of said acts or omissions of
11 Subcontractor, its officers, agents or employees in the performance of this Contract.

12 SECTION 11. INSURANCE.

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

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

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

26 C. Workers' Compensation as required by the Labor Code of the State
27 of California and Employers' Liability Insurance with limits of One Million Dollars
28 (\$1,000,000) per occurrence.

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

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

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

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

24 Subcontractor shall furnish the City with certificates of insurance and with
25 original endorsements affecting coverage as required above. The certificates and
26 endorsements for each insurance policy shall be signed by a person authorized by that
27 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
28 provide for an extended reporting period of not less than one hundred eighty (180) days.

1 No claims made policies shall be acceptable to City unless the City Manager determines
2 that no occurrence policy is available in the market for the particular risk being insured.
3 Any modification or waiver of the insurance requirements contained in this contract shall
4 only be made with the written approval of the Risk Manager in accordance with
5 established City policy.

6 SECTION 12. DRUG-FREE WORKPLACE.

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

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

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

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

23 C. Ensuring that every employee who provides services under this

24 Contract:

- 25 1. Will receive a copy of Subcontractor's drug-free policy
26 statement, and
- 27 2. Will agree to abide by the terms of Subcontractor's statement
28 as a condition of employment on this Contract:

1 Payments due Subcontractor may be subject to suspension or termination
2 for failure to carry out the requirements of Government Code Sections 8350 et seq. and
3 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
4 Government Code Section 8357, the City shall not be required to ensure that
5 Subcontractor provides a drug-free workplace.

6 SECTION 13. NON-DISCRIMINATION.

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

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

21 SECTION 14. CONFIDENTIALITY.

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

1 Subcontractor shall not disclose Data to any third party, nor use it for Subcontractor's
2 own benefit or the benefit of others without first obtaining the prior written authorization
3 and consent of the City.

4 All data and other information, in whatever form or medium, compiled or
5 prepared by Subcontractor in performing its services or furnished to Subcontractor by
6 City shall be the property of City and City shall have the unrestricted right to use or
7 disseminate same without payment of further compensation to Subcontractor. Copies of
8 Subcontractor's work product may be retained by Subcontractor for its own records.

9 SECTION 15. BREACH OF CONFIDENTIALITY.

10 Subcontractor shall not be liable for a breach of confidentiality with respect
11 to Data that:

12 (a) Subcontractor demonstrates Subcontractor knew prior
13 to the time City disclosed it; or

14 (b) Is or becomes publicly available without breach of this
15 Contract by Subcontractor; or

16 (c) A third party who has a right to disclose such
17 information does so to Subcontractor without restrictions on further
18 disclosure; or

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

23 SECTION 16. NOTICES.

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

1 or the date of the signature on the return receipt. For the purposes hereof, the address of
2 the City and the proper party to receive any such notices in its behalf is the City Manager,
3 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and
4 Subcontractor's address for service of any such notices shall be Los Angeles Unified
5 School District, 333 South Beaudry Avenue, 18th Floor, Los Angeles, California 90017,
6 Attention Nicholas Rogers, Telephone (213) 241-0701, Fax. No. (213) 241-5432.

7 SECTION 17. CONTRACT ADMINISTRATION.

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

11 SECTION 18. CORPORATE STATUS.

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

15 SECTION 19. ENTIRE AGREEMENT.

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

22 SECTION 20. CAPTIONS AND ORGANIZATION.

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

27 SECTION 21. TAX IDENTIFICATION NUMBER.

28 Subcontractor's Tax Identification Number is [REDACTED]

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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SECTION 22. AUTHORIZATION TO EXECUTE.

Subcontractor 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 Subcontractor to all terms, covenants and conditions of this Contract.

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.

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a California Educational Institution

Dated: 6-20-08, 2008

By [Signature]

Title Asst sept

Dated: _____, 2008

By _____

Title _____

"Subcontractor"

CITY OF LONG BEACH, a municipal
corporation

Dated: July 23, 2008

By [Signature] Assistant City Manager

"City" City Manager
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

The foregoing Contract is hereby approved as to form this 24th day of June, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

GJA: #A08-01293

EXHIBIT "A"

Checked -KS
Dist. WIA 8/24/07

WIA SUBGRANT AGREEMENT

30255

REGISTRATION NO: R865464
MODIFICATION NO: NEW
SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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

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

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

Funding Detail Chart
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

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	PRIOR AMOUNT: \$0.00 INCREASE/DECREASE: \$511,677.00 TOTAL: \$511,677.00
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TERMS OF AGREEMENT: From 04/01/2007 to 06/30/2009
Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate and add WIA formula Youth funding for PY 2007-08.

APPROVED FOR SUBGRANTOR (EDD) (By Signature): <i>April C. Eales</i>	APPROVED FOR SUBGRANTEE (By Signature) ASSISTANT <i>Christine J. Shippin</i>
Name and Title: BOB HERGENMEIER CHIEF WORKFORCE SERVICES BRANCH	Name and Title: EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. GERALD R. MILLER CITY MANAGER
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein.	This Agreement does not fall within the meaning of Section 16295 of Chapter 2 of Part 3 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 386, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance.
<i>[Signature]</i> Signature of EDD Accounting Officer	<i>[Signature]</i> Signature of EDD Contract Officer

APPROVED AS TO FORM

June 28, 2007
ROBERT E. SHANNON, City Attorney
By *[Signature]*
DEPUTY CITY ATTORNEY

Budget Item: 7000 Fund: 1600 Subgrant Attachment: YES
Inquiry: 477-4777 Website: Long Beach, CA 90802

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R865464
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
95107 WIA TITLE I YOUTH FORMULA (301) : 04/01/2007 to 06/30/2009 Prog/Element 61/ 00 Ref 101 Fed Catlg	\$0.00	\$511,677.00	\$0.00	\$511,677.00
TOTAL TITLE I-Y	\$0.00	\$511,677.00	\$0.00	\$511,677.00
GRAND TOTAL:	\$0.00	\$511,677.00	\$0.00	\$511,677.00

WIA SUBGRANT AGREEMENT

Grantee: CITY OF LONG BEACH

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SUBGRANT NO: R865464
MODIFICATION NO: NEW

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(a)(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 (NLRB).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). The Subgrantee agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- g). The Subgrantee agrees to comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- h). The Subgrantee agrees to comply with Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- i). Drug Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug Free Workplace Act of 1986 and will provide a drug free workplace by taking the following actions:

1. Issue 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.
3. The person in charge of the day to day operation of the workplace.

WIA SUBGRANT AGREEMENT

grantee: CITY OF LONG BEACH

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SUBGRANT NO: RB65400
MODIFICATION NO: NEW

- any available counseling, rehabilitation and employee assistance programs; and,
- penalties that may be imposed upon employees for drug abuse violations.

- (3). Every employee who works on this subgrant agreement will:
- receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

- j). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subgrantee recognizes and acknowledges:

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

- k). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered 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.

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

- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form 634, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3). The undersigned shall require that the language of the lobbying restrictions is included in the award documents for subgrant agreement transactions over \$100,000 per CMAA on all awards including subgrant agreements, contracts and amendments, and grants, loans, or cooperative agreements; and that all subgrantees shall certify and disclose accordingly.
- (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Commission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 41, and 28 USC 5324. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- m). Integrity Pledge: Insuring that

WIA SUBGRANT AGREEMENT

Subgrantee CITY OF LONG BEACH

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If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11250 in accordance with Public Contract Code 10353.

n). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

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

p). Nondiscrimination Clause

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

(a). During the performance of this subgrant agreement, Subgrantee and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 a (1), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant agreement or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

q). Indemnification:

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

Pursuant to the provision of Section 995.4 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 attached to or resulting from acts or omissions of the indemnifying party.

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

The Subgrantee agrees to the extent permitted by law to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses arising or resulting from any and all activities and contracts, materials, persons, laborers and any other party, act, force or circumstance, furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses arising or resulting from any persons, firms or corporations which may be injured or damaged by the Subgrantee in the

WIA SUBGRANT AGREEMENT

Grantee: CITY OF LONG BEACH

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performance of this subgrant agreement.

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

r). 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 11, 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 8-06 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.

s). 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 (n)); 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, 1999).

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 182.
- 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. Reporting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than 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 of compliance with federal, state and local law for the award and monitoring of this award which meets acceptable standards for ensuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose interests have been identified as being of disqualification.

WIA SUBGRANT AGREEMENT

Grantee: CITY OF LONG BEACH

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of funds within the last two years

6. Insurance

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

- a). Subgrantee will obtain a fidelity bond in an amount of not less than N/A, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
 - (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
WIA - Financial Management Unit
P.O. Box 326880, MIC 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 sufficient funds are made available by the state budget and of the appropriate state fiscal year covered by this subgrant agreement for the purpose of this program and sufficient funds available in the state of the United States Government for the fiscal year 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 of any state enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a. At the expiration of the term of this subgrant agreement or by a termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant

WIA SUBGRANT AGREEMENT

Grantee: CITY OF LONG BEACH

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MODIFICATION NO: NEW

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 regulations requiring a change in the provisions of this subgrant agreement.
- e. An amendment is requested to change the circumstances, none of which are 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 shall be paid prior to approval of such amendment.

Except as provided above, this subgrant agreement may be amended unilaterally by the Subgrantor at any time.

WIA SUBGRANT AGREEMENT

grantee: CITY OF LONG BEACH

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MODIFICATION NO: NEW

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:

Bryan S. Rogers, Manager
Workforce Development Bureau
3447 Atlantic Avenue
Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce 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.
- c). The Subgrantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee shall submit 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 DMB except when a program specific audit requirement Circular A-133 or CFR 27.25 and 29 CFR 27.27 apply.
- b). The Subgrantee and its auditors performing monitoring or audits of the Subgrantee or its sub-granting 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, 42 USC 6555-10(a)(1)(B) applies.

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

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

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance 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 97.14 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.
- (3). For the purposes of the definition of intellectual property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs and works, pictorial and graphic representations and works of a similar nature, film motion pictures, digital, images, animation reels, and other audio-visual works including post-test and negative content, sound recordings, tapes, electronic, material, data base with a computer software and all other elements of products, processes, procedures and formulas and fixed in a tangible medium of expression, in all their 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 subsection (b) of paragraph nineteen (b) (4) of the subgrant agreement) 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 hired by Subgrantor in connection with the performance of this subgrant agreement shall be a "work made for hire" whether that person is an employee of the Subgrantee or that person has entered into an agreement with Subgrantor, whether the work Subgrantee shall enter into a written agreement with any such person that all work performed for Subgrantee shall be deemed a "work made for hire" under the

Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

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

f). Third-Party Intellectual Property

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

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). If 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 segregate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of applicable copyright law.
- (h). It has no knowledge of any distribution, claims, disputes 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.

1) Survival

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

2) 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. Those data and information are confidential when they relate to individuals or an organization and when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, alteration, modification and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Transportation, the County Welfare Department, the County IV-D Directors Office, Child Support, the Office of the District Attorney, the California Department of Health Services, the California Office of Judicial Administration, the Department of Administration and Planning, and other state agencies.

The subgrantor and subgrantee agree that

WIA SUBGRANT AGREEMENT

Grantee: CITY OF LONG BEACH

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- 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 1774.15 of the Civil Code, section 511 of the Penal Code, section 1111 of the Unemployment Insurance Code, section 14610 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 following an approved method of destroying confidential information. Encasing, burning, or pulverizing or witnessed destruction of magnetic media are to be avoided or refused by 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 ensure that data and security and confidentiality requirements of the agreement with that third party, if any, do not relax any information or disclosure or individual rights of that third party's administrative staff.

WIA SUBGRANT AGREEMENT

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subcontractor(s), service providers, or employees.

- 1). 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: Elizabeth J. Dinerman
Title: Director Manager
Address: P.O. Box 820820, Midway
Sacramento, CA 95820-0820
Telephone: 916-314-4000
Fax: 916-314-4000

FOR THE SUBGRANTEE

Name: Bryan S. Rogers
Title: Manager
Telephone: 562-570-3701

WIA SUBGRANT AGREEMENT

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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 April 2007

EXHIBIT COVER SHEET

SUBGRANT NO: R865464
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

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

TERM OF THESE FUNDS: 04/01/2007 TO: 06/30/2009

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

PROGRAM NARRATIVE

The purpose of this action is to initiate your Program Year 2007-08 Workforce Investment Act (WIA) Title I subgrant agreement by incorporating the Youth formula funds into grant code 301.

For 2007-08, per Training and Guidance Letter 22-06 (TEGL), you will be issued an initial allocation in accordance with the TEGL. If additional amounts are awarded they will be unilaterally incorporated into this subgrant.

The Local Workforce Investment Area (LWIA) will operate this program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92460-0001.

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 13/2000:

Los Angeles Unified School District

Statement of Work

In-School Youth Development Program Cost Reimbursement Contract

SUBCONTRACTOR: Los Angeles Unified School District
(Hereinafter referred to as "Subcontractor")

CONTRACT TERM: April 1, 2008 - September 30, 2008

CONTRACT AMOUNT: \$ 111,650.00

YOUTH TO BE SERVED: 25

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

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

I. PROJECT SUMMARY:

The Los Angeles Unified School District (LAUSD) will provide Workforce Investment Act (WIA) services to special populations including pregnant/parenting teens, homeless youth, emancipating foster youth, youth with disabilities, youth who are ex-offenders and diverse demographic groups who reside in the Torrance/Lomita areas. Contractor shall also recruit participants from Narbonne High School, Carson High School, Banning High School, Eagle Tree and Patton continuation high schools, adult schools, occupational centers and non-private schools. Contractor shall coordinate services with existing LAUSD programs and resources including the Division of Special Education, the Bilingual Education Unit, Pupil Services and Attendance Division and other units that are involved with at-risk students.

Basic Program Services

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

BASIC PROGRAM SERVICES

- a) **Basic Skill Remediation** in area of deficiency (**Basic Skill Deficient Youth Only**)
- b) **Work Readiness Skills Training**

A. PROGRAM ACTIVITIES/SERVICES:

The Subcontractor shall employ a variety of strategies to recruit in-school youth. Since in-school youth usually live with their parents/guardians, we will reach them and make presentations to parent groups at various venues and local public schools. Subcontractor will do outreach through LAUSD traditional high schools and continuation high schools, where potential participants will be identified using information provided by the attendance office for clients who have been identified as inactive for at least 45 days. Subcontractor shall contact these youth, provide them with information about the program, and set up a meeting with for the youth and parent/guardian. Also, we will use our relationship with Eagle Tree High School, Patton High School and the Alternative Education Work (AECW) centers on the Harbor Occupational Center campus to recruit at-risk in-school youth. LAUSD staff will reach out to parents/guardians through presentations at the local Boys and Girls Clubs, City Parks and Recreation sites and the Pacific Gateway Workforce Investment Network. Information fliers will be developed in English and Spanish and left at the above sites as well as at local businesses. We will also advertise in the local, minority newspapers to reach parents who do not necessarily speak English.

Subcontractor shall identify, work and provide services to In-School youth ages 16-21 residing in Region 2 (Torrance/Lomita), and who are economically disadvantaged and have one or more Youth-Council-Identified barriers. Identified barriers may include:

1. Homeless, runaway or foster child;
2. Offender
3. Pregnant or parenting
4. Basic skills deficient (below 9th grade level in reading and/or math);
or
5. Individual who requires additional assistance to complete an educational program or to secure or hold employment

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

In-School youth are defined as follows:

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

B. Orientation:

Subcontractor shall conduct an orientation. During the orientation, an overview of the program is provided and the following policies and procedures are discussed:

- a) Supportive services policy
- b) Equal opportunity and non-discrimination policy
- c) Policy statement regarding sexual harassment
- d) Complaint resolution procedures
- e) Participant rules
- f) Eligibility requirements
- g) Assessment procedures
- h) Follow-up services

Clients sign affidavits acknowledging that they have received and understand the WIA program and the full array of services it provides. These services include:

- a) Academic enrichment
- b) Tutoring
- c) Computer literacy
- d) Alternative secondary school services
- e) Summer employment opportunities
- f) Paid and unpaid work experiences (i.e. internships, job shadowing)
- g) Occupational skills training
- h) Leadership development activities (i.e. community service, peer-centered activities);
- i) Supportive services
- j) Adult mentoring
- k) Follow-up services
- l) Comprehensive guidance and counseling (i.e. drug and alcohol Abuse counseling).

C. Eligibility/Initial Certification:

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

D. Initial Assessment:

Subcontractors are responsible for administering an initial basic skills assessment (Comprehensive Adult Student Assessment Systems-CASAS), for all youth during the eligibility/initial certification appointment.

Subcontractors must ensure that all youth who are determined basic skills deficient, scoring below 9th grade level in reading and/or math, receive remediation and that the youth's primary goal be set in the area(s) of deficiency. Youth must be subsequently post-tested to verify increase in basic skill levels. In order for Pre & Post tests to be valid, youth customers must sign their tests.

For youth enrolled in Special Education, a current Individualized Education Plan (IEP) documenting youth's current CASAS score may be accepted (if administered no later than six [6] months prior)

E. Enrollment and Goals:

Subcontractor is responsible for ensuring participant enrollment goals are met.

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

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

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

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

G. Reporting Basic Program Services and Outcomes:

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

H. Exit and Follow-up:

Subcontractor may request that a youth be exited from the program once the youth has completed planned services proposed in their ISS, and has attained their planned program goals and their outcomes have been

reported. Subcontractor must complete an exit checklist, along with all necessary MIS paperwork, and submit it to the YOC for approval.

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

Follow-up services for youth may include:

1. Confirmation of performance attainment;
2. Leadership development activities;
3. Regular contact with a youth and their employer, including assistance in addressing work-related problems that may arise;
4. Assistance in securing better paying jobs, career development and further education;
5. Individual or group meetings to discuss educational or career options;
6. Work related peer support groups;
7. Work experience;
8. Adult mentoring and tutoring;
9. Job Shadowing;
10. Basic skills training;
11. Invitations to participate in youth activities; and
12. Support services.

I. Referral Services:

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

J. Program Elements:

In addition to providing the Basic Program Services, subcontractor shall ensure that enrolled youth have access to the ten (10) required elements prescribed by WIA. Access of these program elements will vary by youth need, as determined by service strategies devised between youth and his/her Case Manager, and by assessment of skills and service needs.

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

1. **Academic Assistance** (To include Basic Skills Remediation and preparation of post-secondary educational opportunities)
2. **Alternative Education**
3. **Occupational Skills Training** (Fulfilled through Internship Training)
4. **Leadership Development**
5. **Mentoring**
6. **Guidance and Counseling**
7. **Supportive Services**

8. Follow-up Services

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

9. Summer Employment Opportunities (May be available depending upon continued categorical funding i.e., County, etc.)

10. Work Experiences

Work experience should be as close to youth's area of residence as possible. This can also be done in conjunction with another subsidized program (i.e. Youth Jobs Program). The work experience will be connected as best as possible with the area of interest of the youth.

11. Other Activities

II. RECORD MANAGEMENT AND TIMELINES:

A. Records Maintenance:

1. The following documents are to be maintained in participant files by the Subcontractor, unless otherwise directed by the City.
 - a. Eligibility Documentation;
 - b. Suitability Interview;
 - c. Participant Handbook Receipt;
 - d. MIS Documentation
 - e. Case Notes;
 - f. Applicable Pre and Post Tests;
 - g. Individual Service Strategy;
 - h. Work Permit (if applicable);
 - i. Participant internship Agreement;
 - j. Training Site Agreement;
 - k. Copy of YOC Application and Parental Medical and Emergency Consent Form;
 - l. Participant Time Sheets;
 - m. Participant Evaluations completed by Subcontractor Staff and Worksite Supervisor;
 - n. Documentation of Incentives, Support Services and follow-up Service(s).
2. Copies of the following documents should be maintained at the training worksite for each youth participating in Work Experience/Internship, unless otherwise directed by the City.
 - a. Participant Internship Agreement;
 - b. Training Site Agreement;
 - c. Verification of Supervisor Orientation Form;
 - d. YOC Application and Parental Medical and Emergency Consent Form;
 - e. Participant Time Sheets;
 - f. Participant Evaluations completed by Worksite Supervisor.

3. Subcontractor is required to immediately notify YOC Coordinator of any accident or injury and to submit an Incident Report regarding such occurrence.
4. Subcontractor is required to maintain all *program records* for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller General of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

B. Final Project Summary Report:

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

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

III. GENERAL INFORMATION

B. Unallowable Activities and Costs:

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

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

- e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

B. WIA Contract Clauses:

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

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

C. Administrative Dispute Resolution:

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

D. Nepotism:

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that subcontractor.

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

IV. CONTINUATION OF CONTRACT

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

A. Letter of Modification:

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

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

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK

BUDGET FORM

Date: 3/20/2008

Organization Information:

Name: Los Angeles Unified School District

Address: 333 S. Beaudry Avenue Los Angeles, Calif 90017
Street City Zip Code

Telephone Number: (213) 241-0701

Fax Number: (213) 241-5432

Email Address: nicholas.rogers@lausd.net

Contact Person: Nicholas Rogers

Federal ID: [REDACTED]

Agreement Information:

Contract Amount: \$ 111,650

Budget Period: July 1, 2008 to June 30, 2009 Contract No: _____

Effective Date: 4/01/08 Amendment No: _____

Period Covered: 4/01/08 to 9/30/08

Funding Source: Workforce Investment Act Funds

Project Name: WIA Youth Academy Project

Fiscal Approval: OK per Paudia Bellard Date: 6/12/08

ATTACHMENT C
PAGE <u>1</u> OF <u>1</u> PAGES

LOS ANGELES UNIFIED SCHOOL DISTRICT
PACIFIC/GATEWAY WORKFORCE INVESTMENT NETWORK
YOUTH ACADEMY PROJECT

BUDGET DETAIL

(Serving 25 Student Participants)

IN-DIRECT

Indirect Costs (Rate & Type)	% Rate	Rate Applied to	Total
Administrative Service Charge	3.02%	108,377	\$ 3,273
Total Indirect Costs:			3,273

SALARIES

Position Title/Activity	FTE	Hrs / Mo	Total Hours	Hourly Salary	No. of Months	% of Time	Total
Advisor, Temporary (0500)	0.25	160	480	50.98	12.00	100%	24,470
Community Rep., D (8103)	1.00	60	720	17.14	12.00	100%	12,341
Job Developer (Rep 8103)	1.00	60	720	17.14	12.00	100%	12,341
Office Technician (2828)	0.25	160	480	14.68	12.00	50%	7,046
Total Salaries:							56,198

FRINGE BENEFITS

Description	% Rate	Rate Applied to	Total
FICA (OASDHI + Medicare)	3.69%	56,198	2,074
STATE UNEMP INSURANCE	0.10%	56,198	56
WORKERS' COMPENSATION	1.69%	56,198	950
RETIREMENT (STRS/PERS)	6.28%	56,198	3,529
Subtotal	11.76%		6,609
MEDICAL & DENTAL BENEFITS	14.52%	56,198	8,160
Total Fringe Benefits:	26.28%		14,769

Funding Variance

Description	% Rate	Rate Applied to	Total
Potential Salary Increase	5%	56,198	2,810
Total Funding Variance:			2,810

MATERIALS & SUPPLIES

Description	Quantity/ Price	Total
General Office Supplies		2,000
Instructional Materials		4,000
Total Materials & Supplies:		6,000

ATTACHMENT **C**
PAGE 1 OF 2 PAGES

**LOS ANGELES UNIFIED SCHOOL DISTRICT
PACIFIC/GATEWAY WORKFORCE INVESTMENT NETWORK
YOUTH ACADEMY PROJECT**

BUDGET DETAIL

(Serving 25 Student Participants)

OPERATING COSTS

Description	Quantity/Price	Total
Mileage		3,000
Office Equipment Maint/Lease		2,500
Telephone, Pager, Postage Fees		1,800
Others (Utilities, Maintenance, Misc. Items & Services)		1,300
Total Operating Costs:		8,600

PROGRAM-OTHER

Description	Quantity/Price	Total
Total Program-Other:		-

INCENTIVES

Description	Quantity/Price	Total
Total Incentives:		-

SUPPORT SERVICES

Description	Rate	Count	Total
Incentives & Student Support Services (Tuition, Uniforms, Bus Svcs., Tokens, Transportation, Gift Cards & other services for Student participants)	800.00	25	20,000
Total Support Services:			20,000

GRAND TOTAL	\$ 111,650
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ATTACHMENT C PAGE <u>2</u> OF <u>2</u> PAGES
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EXHIBIT D

LOS ANGELES UNIFIED SCHOOL DISTRICT
 PACIFIC/GATEWAY WORKFORCE INVESTMENT NETWORK

BUDGET MATCH

CONTRIBUTION CATEGORY / DESCRIPTION	IN-KIND MATCHING FUNDS	SOURCE
Overhead Description: OneSource lease & other office spaces	\$ 4,000	Special Funds
Training Services Description: PD for Job development, case management, child labor laws, work permits, recruitment, follow-up, provision services	\$ 25,000	Work Experience Office funds
Support Services Description: Related instruction, tutoring, counseling (personal and career), job development (First Break)	\$ 25,000	Various district funds
Equipment/Materials/Supplies Description: Instructional technology and office supplies	\$ 6,000	Special and General funds
Other: Description:		
CASH MATCH Description (Required for bonus points) Stipends, student salaries	\$ 20,000	Special and General funds

TOTAL \$ 80,000