

CONTRACT

**32178**

1  
2  
3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 the 1<sup>st</sup> day of January, 2011, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting held on January 4, 2011, by and between RWM  
6 FIBER OPTICS, INC., a California corporation, with offices located at 16627 Avalon  
7 Blvd., Carson, CA 90746, ("Provider") and the CITY OF LONG BEACH, a municipal  
8 corporation ("City") and administering entity for the Pacific Gateway Workforce  
9 Investment network.

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

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

21 1.2 The Application was approved by the State and a Workforce  
22 Investment Act subgrant has been executed by and between the State and the  
23 City authorizing such programs and providing the funding therefore under  
24 Workforce Investment Act Master Subgrant Agreement, which has been  
25 designated as No. K178665 the ("Prime Contract"); and

26 1.3 Provider desires to participate in said program and is qualified by  
27 reason of experience, preparation, organization, staffing and facilities to provide  
28 services; and

1           1.4    City is willing to utilize Provider to provide Fiber Optics Installation  
2           training;

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

5                           **SECTION 1. DOCUMENT INCORPORATION.**

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

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

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

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

1 Provider shall provide Fiber Optics Installation training.

2 **SECTION 2. TERM.**

3 The term of this Contract ("Term") shall be deemed to have commenced as  
4 of January 1, 2011 and unless sooner terminated pursuant to the provisions hereof, shall  
5 terminate on December 31, 2011. Either of the parties hereto shall have the right to  
6 terminate this Contract in its entirety at any time during the Term for any or no reason  
7 whatsoever by giving fifteen (15) days prior written notice of termination to the other  
8 party. City shall have the additional right to cancel any part of this Contract at any time  
9 during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
10 cancellation to the Provider.

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

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

20 The total amount which shall be payable by City to Provider for Provider's  
21 services during the Term shall not exceed One Hundred and Fifty Thousand Dollars  
22 (\$150,000.00).

23 The City shall, in due course, reimburse the Provider for the actual,  
24 reasonable and necessary costs and expenses incurred by Provider in the performance  
25 of this Contract which are authorized and approved and in accordance with and pursuant  
26 to the Prime Contract, to the extent that such Prime Contract is applicable to the  
27 Provider's performance hereunder. Such payments by the City shall be made only from  
28 funds received by City under the Prime Contract and shall be payable only after the City

1 receives said funds with which to make such payments.

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

7 **SECTION 4. RECORDS.**

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

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

18 **SECTION 5. FINANCIAL REPORTS.**

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

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

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

5 **SECTION 6. INDEPENDENT PROVIDER STATUS.**

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

17 **SECTION 7. ASSIGNMENT.**

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

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

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

1 parties as a result of said acts or omissions of Provider, its officers, agents or employees  
2 in the performance of this Contract.

3 **SECTION 9. INSURANCE.**

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

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

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

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

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

1 (\$25,000) Accidental Death and Dismemberment.

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

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

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

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

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2 **SECTION 10. NON-DISCRIMINATION.**

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

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

20 **SECTION 11. NOTICES.**

21 All notices required or given pursuant to the provisions hereof may be  
22 served either by: (1) enclosing the same in a sealed envelope addressed to the party  
23 intended to receive the same at the address indicated herein and deposited postage  
24 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)  
25 personal service. Such notices shall be effective on the date personal service is effected  
26 or the date of the signature on the return receipt. For the purposes hereof, the address of  
27 the City and the proper party to receive any such notices in its behalf is the City Manager,  
28 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's



1 address for service of any such notices shall be RWM FIBER OPTICS, INC., 16627  
2 Avalon Blvd., Carson, California, 90746, Attention Paul Bonagura, Telephone (310) 769-  
3 0968, Fax. No. (310) 769-0968.

4 **SECTION 12. CONTRACT ADMINISTRATION.**

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

8 **SECTION 13. ENTIRE AGREEMENT.**

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

15 **SECTION 14. CAPTIONS AND ORGANIZATION.**

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

20 **SECTION 15. TAX REPORTING.**

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

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

1 ///

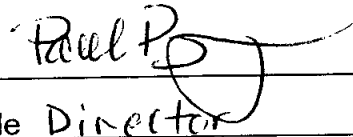
2 **SECTION 16. AUTHORIZATION TO EXECUTE.**

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

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

10 RWM FIBER OPTICS, Inc., a California  
11 corporation

12 Dated: 03-22, 2011

13 By   
14 Title Director

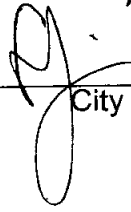
15 Dated: \_\_\_\_\_, 2011

16 By \_\_\_\_\_  
17 Title \_\_\_\_\_

18 "Provider"

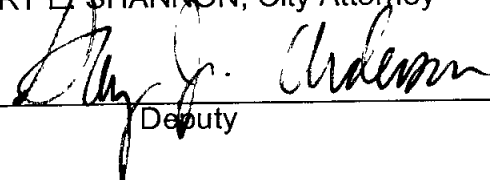
19 CITY OF LONG BEACH, a municipal  
20 corporation Assistant City Manager

21 Dated: 4.4, 2011

22 By   
23 City Manager  
24 "City" **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

25 The foregoing Contract is hereby approved as to form this 29<sup>th</sup> day of  
26 March, 2011.

27 ROBERT E. SHANNON, City Attorney

28 By   
Deputy

# EXHIBIT A

Dist WIA 4/2/11

## WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: K178665  
MODIFICATION NO: 01  
SUBGRANTEE CODE: LBC

SUBGRANTOR. State of California Employment Development Dept. Workforce Services Division P.O. Box 826880, MIC 69 Sacramento, CA 94280-0001
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SUBGRANTEE	CITY OF LONG BEACH 3447 ATLANTIC AVENUE LONG BEACH, CA 90807
GOVERNMENTAL ENTITY.	YES


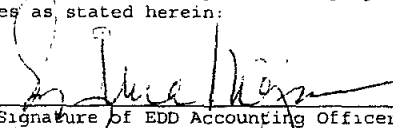
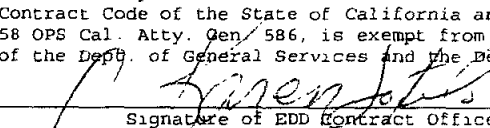
This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have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

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I-A (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I-D (RAPID RESPONSE FOR RA&PGM)	Exhibit FF, pages 1 through 2
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(s):	PRIOR AMOUNT: \$2,108,695.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE \$3,904,612.00
	TOTAL: \$6,013,307.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2010 to 06/30/2012	

PURPOSE: To incorporate and add WIA formula funding for PY 10-11 into grant codes 201, 202, 501, 502, 540 and 541.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) 	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein: 	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance. 
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO. K178665  
MODIFICATION NO: 01

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96151 WIA TITLE I ADULT FORMULA (201) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$348,739.00	\$0.00	\$348,739.00
98281 WIA TITLE I ADULT FORMULA (202) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417258	\$0.00	\$1,660,438.00	\$0.00	\$1,660,438.00
<b>TOTAL TITLE I-A</b>	<b>\$0.00</b>	<b>\$2,009,177.00</b>	<b>\$0.00</b>	<b>\$2,009,177.00</b>
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96211 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$61,458.00	\$0.00	\$61,458.00
98421 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$184,375.00	\$0.00	\$184,375.00
96201 TITLE I DISLOCATED WORKER (501) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$451,249.00	\$0.00	\$451,249.00
98211 TITLE I DISLOCATED WORKER (502) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417278	\$0.00	\$1,198,353.00	\$0.00	\$1,198,353.00
<b>TOTAL TITLE I-D</b>	<b>\$0.00</b>	<b>\$1,895,435.00</b>	<b>\$0.00</b>	<b>\$1,895,435.00</b>
<b>TITLE I-Y: YOUTH</b>				
96101 WIA TITLE I YOUTH FORMULA (301) : 04/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
<b>TOTAL TITLE I-Y</b>	<b>\$2,108,695.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,108,695.00</b>
<b>GRAND TOTAL:</b>	<b>\$2,108,695.00</b>	<b>\$3,904,612.00</b>	<b>\$0.00</b>	<b>\$6,013,307.00</b>

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

EXHIBIT COVER SHEET

SUBGRANT NO. K178665  
MODIFICATION NO 01

EXHIBIT CC  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS. 07/01/2010 TO: 06/30/2012

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

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 202 and available for expenditures from October 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. K178668  
MODIFICATION NO. 01

EXHIBIT CC  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS: 10/01/2010 TO 06/30/2012

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

These funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. The funds in grant code 202 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2012. First round funding is in grant code 201 and is available for expenditures from July 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO K178665  
MODIFICATION NO. 01

EXHIBIT FF  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE: WIA RAPID RESPONSE 540

TERM OF THESE FUNDS: 07/01/2010 TO: 06/30/2011

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

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 540 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2011. Second round funding is in grant code 541 and is available for expenditures from October 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. K178665  
MODIFICATION NO. 01

EXHIBIT FF  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA RAPID RESPONSE #2 541

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2011

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

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 541 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2011. First round of funding is in grant code 540 and is available for expenditures from July 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIND9-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

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

WIA (3/2000)



EXHIBIT COVER SHEET

SUBGRANT NO: K17866E  
MODIFICATION NO 01

EXHIBIT EE  
Page 1 OF 2

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS: 07/01/2010 TO: 06/30/2012

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

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 501 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 502 and is available for expenditures from October 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO K178665  
MODIFICATION NO 01

EXHIBIT EE  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS 10/01/2010 TO 06/30/2012

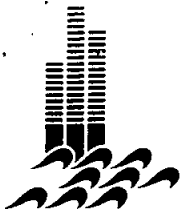
Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Program. The funds in grant code 502 consist of second round funding and are available for expenditure from October 1, 2010 through June 30, 2012. First round funding is in grant code 501 and is available for expenditure from July 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

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

WIA (3/2000)



## Exhibit B

# CITY OF LONG BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT

WORKFORCE DEVELOPMENT BUREAU

110 PINE AVENUE, SUITE 1100 • LONG BEACH, CALIFORNIA 90802 • (562) 570-7730 • FAX (562) 570-7733 • TTY (562) 570-3760

## EDUCATIONAL AGREEMENT NATIONAL EMERGENCY GRANT (NEG)

Name: **City of Long Beach  
Workforce Development Bureau**

Address: 110 Pine Avenue, Suite 1200  
Long Beach, CA 90802

Contact Person: Sally Ghan, Contracts & Procurement Coordinator  
Phone: (562) 570.7739  
Fax: (562) 570.7733  
E-mail: Sally\_Ghan@longbeach.gov

### Agreement with:

Training Provider: RWM Fiber Optics, Inc..  
Address: 16627 Avalon Blvd.  
Carson, CA 90746

Contact Person: Paul Bonagura  
Phone: 310.769.0968  
Fax: 310.769.0990  
E-mail:

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

- A. **PARTIES:** The City of Long Beach Workforce Development Bureau (Bureau), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services required to provide training to eligible Trainees enrolled in training at RWM Fiber Optics, Inc. hereafter known as the **Provider**.
- B. **TIME FRAME OF PERFORMANCE:** The time period of this Agreement shall begin upon execution and continue until modified or terminated.
- C. **APPROVED PROGRAMS:** Training programs approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are included in the Providers off the shelf training catalog.
4. **CUSTOMER REFERRAL AND RECRUITMENT:** The Provider understands that only trainees referred by the Bureau may be enrolled into approved training under this Agreement. The Bureau will forward an *Individual Training Account (ITA) Scholarship*, (see Exhibit A for sample), to Provider for each and all authorized Trainees.
5. **COST:**
- a. The total amount reimbursed to the Provider, shall not exceed the amount as documented in the off the shelf training catalog.
  - b. In no event shall the Bureau reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Provider is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was actually provided in accordance to California Education Code Section 94318.5 (a) and the Maxine Waters School Reform and Student Protection Act Section 94870.
  - c. Reimbursement to the Provider will be based on the provision of stated training services (as specified in the *ITA Scholarship -Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Provider by the Bureau may be delayed or withdrawn.
  - d. The Provider agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as "Total Trainee Obligation" in the *ITA Scholarship – Exhibit A*. The Provider understands that a violation of this provision may result in termination of this Agreement, at Bureau's discretion.
  - e. The Provider agrees to seek and utilize other types of financial aid (i.e. Pell Grants) if applicable/available prior to use of Workforce Investment Act (WIA) funds. If applicable, the Provider must provide the Bureau with written information concerning financial aid received by each trainee under this agreement within thirty days of receipt or by the "Completion" payment point specified in Item 9, below, whichever comes first. Acceptable documentation, to be submitted to the Bureau Employment Specialist, shall include a notice of award or denial for financial aid issued by the Provider as a PELL/Other grant entity or completion of the *Financial Aid Eligibility Verification Form* (see Exhibit D). If acceptable documentation is not submitted within the timeframe specified, payment to the Provider by the Bureau may be delayed or withdrawn. Upon receipt of a notice of award, a revised *ITA Scholarship* will be issued and specify an amended "Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be disbursed by the Provider to the Trainee, if applicable.
  - f. The Provider agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this

Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Bureau or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Provider also agrees to provide photocopies of above referenced records, upon request from the Bureau. The Provider agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

- g. This Agreement is subject to National Emergency Grant (NEG) rules and regulations and the availability of NEG funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to NEG rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

## **6. PERFORMANCE:**

- a. The Bureau retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Provider may be delayed or withdrawn.
- b. The Provider agrees to provide daily attendance reports and progress reports on a regular basis (one every month, unless otherwise agreed upon) and any other pertinent student evaluation information per this Agreement. If appropriate Trainee evaluation information is not provided, payment to the Provider may be delayed or withdrawn.
- c. The Provider shall act in an independent capacity and not as officer, employee, or agent of the Bureau in the performance of this Agreement. This provision shall also apply to any agent or employee of the Provider. The Provider shall not contract or incur expenses in the name of the Bureau.
- d. The Provider agrees, to the extent permitted by law, to defend, protect, indemnify and hold the Bureau, its officers, employees, and agents, free and harmless from and against any and all claims damages, expenses, loss or liability of any kind or nature whatsoever growing out of, or resulting from the alleged acts or omissions of Provider, its officers, agents or employees in the performance of this Agreement. Provider shall at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the Provider or the Bureau, and shall pay any settlement entered into or satisfy any judgment that may be rendered against either the Provider or the Bureau.
- e. The Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).
- f. The Provider shall personally perform all services herein and documented in their off the shelf training catalog. Any attempt by the Provider to delegate or subcontract its duties under this Agreement shall be void and allow the Bureau to immediately terminate this Agreement and withdraw payment(s).

## 7. PROVIDER ASSURANCES:

- a. The Provider shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission of the Bureau, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.
- b. The Provider shall ensure that Trainee is provided with Provider's grievance procedures.
- c. If Trainee chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document reason for termination. The Provider shall notify the Bureau in writing within two (2) business days of learning of the Trainee's decision.
- d. The Provider may terminate/suspend Trainee on the same basis Provider would terminate/suspend any other participant receiving educational services. The Provider shall first advise the Bureau in writing, within five (5) business days, of the impending termination/suspension. The Provider shall provide the Bureau an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.
- e. The Provider shall provide the Trainee with two cancellation forms prior to or at the first class meeting attended by the Trainee in accordance with California Education Code Section 94317.5 (a) and the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.
- f. The Provider shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
- g. The Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Provider and Provider shall defend and hold the Bureau harmless from any expense or liability arising from Provider's non-compliance therewith.
- h. The Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
  - That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any NEG financially assisted program or activity
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

- i. The Provider shall ensure compliance with the Bureau policy that prohibits retaliation or reprisal against an individual that:
  - Has filed a complaint;
  - Opposed a practice prohibited by the nondiscrimination and EO provision of NEG/WIA;
  - Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the NEG/WIA nondiscrimination and EO provisions; and
  - Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.
- j. The Provider shall permit access by the Bureau or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
- k. The Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.
- l. The Provider shall ensure that training involving sectarian or political activities is prohibited.

**8. TERMS**

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

**9. INVOICING**

- a. The Bureau shall reimburse the Provider as per stipulations set forth in this Agreement.
- b. The Provider shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) payments made to date, f) balance, g) a Provider billing contact name, and (h) Federal Tax Identification Number.
- c. Original invoices must be mailed for verification and review to: Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, Attn: WIA Program Supervisor. **Please address all inquires regarding the status of pending invoices to the Bureau's WIA Program Supervisor, at (562) 570-3748.**

- d. Payment for training shall be disbursed as follows:
 

At Mid Point	50%
At Completion	50%
	100%

**Pay Points:**

1. **At Midpoint of Training Objective(s):** This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has participated a minimum of half of the training as identified in the training outlined in the course curriculum and training schedule, and b) the Provider has submitted to the Bureau Employment Specialist verification of enrollment, daily attendance records, progress reports, test scores (if applicable) and copies of certificates (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) (calendar) days from the completed benchmark.
2. **At Completion:** This pay point will have been earned and may be billed for by the Provider when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Provider's course curriculum and training schedule, and has attained the test score(s) or achievement level prescribed for completion, b) the Provider has submitted to the Bureau Employment Specialist, daily attendance records, progress reports, test scores (if applicable), a copy of a certificate(s) of completion, and the notice of award or denial for financial aid or the Financial Aid Eligibility Verification Form (Exhibit D) if not already submitted (if applicable). All invoices related to this pay point shall be submitted to the Bureau's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark.

## 10. STUDENT EVALUATIONS (PROGRESS REPORTS):

Bureau standardized Progress Reports, or Providers Progress Reports with a minimum of information identified below shall be provided by the Provider at a minimum of one every month for the duration of training, at the completion of each module (as outlined in the training schedule) and at completion of training.

- Minimum Progress Report Requirements:
- Provider Name
- Provider Address and Phone #
- Training Program
- Trainee Name
- Employment Specialist Name
- Instructor Name
- Evaluation Period
- Attendance
- Training Performance (i.e. – is the trainee progressing on schedule)
- Comments
- Trainee Signature and Date
- Instructor Signature and Date



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

Provider Name

Paul Bonagura  
Authorized Signature

Paul Bonagura / owner  
Name/Title

[REDACTED]  
Federal Tax Identification Number

2-21-05  
Date

City of Long Beach Workforce Development Bureau

[Signature]  
Authorized Representative Signature

\_\_\_\_\_  
Name/Title

7/28/05  
Date

## **EXHIBITS**

- A. Individual Training Account (ITA) Scholarship**
- B. Trainee Evaluation (Progress Report)**
- C. Training Provider Placement Form**
- D. Financial Aid Eligibility Verification Form**

**CITY OF LONG BEACH  
WORKFORCE DEVELOPMENT BUREAU  
INDIVIDUAL TRAINING ACCOUNT (ITA) SCHOLARSHIP**

DATE: ACCOUNT/SCHOLARSHIP:  Initial  Modified

FUNDING SOURCE:  Adult  Dislocated Worker  Other (specify) Grant Code:

TRAINEE NAME: SSN: CASE #:

EMPLOYMENT SPECIALIST: PHONE#:

PROVIDER NAME: STATE PROVIDER ID: N/A

ADDRESS:

PROGRAM NAME: PROGRAM CODE: N/A

START DATE: COMPLETION DATE:

TRAINING SERVICES	TRAINING COST	VENDOR (IF DIFFERENT FROM PROVIDER)
Tuition (administrative, registration, and class fees)		
Fees (memberships, room rentals, entrances, etc.)		
Expenses (books, materials, special transportation, parking passes, etc.)		
Other:		
Other:		
her:		
Total Training Cost		
PELL/Other Financial Assistance		
Other Education Related Costs (disburse to Trainee)		
Total Obligation (City of Long Beach)		
Total Trainee Obligation		

COMMENTS: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_ Date \_\_\_\_\_  
Program Supervisor

APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_  
Operations Officer

**STATEMENT:**

I understand that I must access this Individual Training Account within forty-five (45) days from the date of issuance and that certain exceptions may be permitted due to unexpected circumstances (i.e., program scheduling constraints) upon authorization from designated staff. In addition, I understand that in no case will this Individual Training Account carry a balance after the training program is either completed or terminated.

\_\_\_\_\_  
Trainee Signature Date

Fiscal Unit  
Quality Assurance Unit  
Trainee File

**EXHIBIT B**

**NATIONAL EMERGENCY GRANT (NEG)**

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**TRAINEE EVALUATION (PROGRESS REPORT)**

The following trainee evaluation information must be provided by the Training Provider to the Career Transition Center for the Workforce Investment Act (WIA) Trainee indicated below, per the Educational Agreement signed by The Greater Long Beach Workforce Development System and Training Provider. This standardized form must be used and must not be altered in any way. Please photocopy a blank copy of this document as many times as needed, complete, and then send to the Employment Specialist named below at: **Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807.**

PROVIDER NAME: \_\_\_\_\_ TRAINEE NAME \_\_\_\_\_

PROVIDER ADDRESS: \_\_\_\_\_ TRAINEE'S SOCIAL SECURITY NUMBER: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYMENT SPECIALIST NAME:

TELEPHONE NUMBER: \_\_\_\_\_

INSTRUCTOR NAME: \_\_\_\_\_ DATE OF EVALUATION: \_\_\_\_\_

<b>PROGRAM TITLE:</b>						
<b>TOTAL HOURS OF INSTRUCTION:</b>				<b>TOTAL WEEKS OF TRAINING:</b>		
MODULES	DATE		TOTAL HOURS	ATTENDANCE		GRADE
	TO	FROM		ABSENT	TARDY	

Work Habits (Effort, Ability and Attitude):     Outstanding     Very Good     Good     Need Improvement

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Both parties agree to having reviewed this report and are in agreement with the information documented herein.

Trainee Signature \_\_\_\_\_ Date \_\_\_\_\_

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_



EXHIBIT C

**TRAINING PROVIDER PLACEMENT FORM**

Component: \_\_\_\_\_

Trainee Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Provider Name / Placement Staff: \_\_\_\_\_

Telephone Number/Fax Number: \_\_\_\_\_

**PLACEMENT INFORMATION:**

Date Employed: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Employment Address: \_\_\_\_\_

Employer Mailing Address  
(If different from above): \_\_\_\_\_

Employer Contact: \_\_\_\_\_

Telephone Number/Fax Number: \_\_\_\_\_

Job Code/Job Title: \_\_\_\_\_

Job Description: \_\_\_\_\_  
\_\_\_\_\_

Hours Per Week: \_\_\_\_\_ Hourly Wage: \_\_\_\_\_

Receiving Fringe Benefits:  Yes  No Job Covered by UI:  Yes  No

Training Related Employment:  Yes  No Apprenticeship:  Yes  No

Non-Traditional Employment for Women:  Yes  No



Training Provider Signature/Date: \_\_\_\_\_

Employment Specialist Signature/Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_