

CONTRACT

32717

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3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 7/10 \_\_\_\_\_, 2012 pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting held on April 17, 2012, by and between  
6 AIRSTREAMS RENEWABLES, INC., a Private For-Profit Entity with offices located at  
7 785 Tucker Road, PMB 318, Tehachapi, CA 93561, ("Contractor") and the CITY OF  
8 LONG BEACH, a municipal corporation ("City") and administering entity for Pacific  
9 Gateway Workforce 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 of the State of California (the "State"), for funds to provide  
14 meaningful training and employment opportunities for economically disadvantaged,  
15 unemployed and underemployed persons consistent with the Workforce Investment Act  
16 of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all  
17 regulations, directives, policies, procedures and amendments issued thereto and/or  
18 legislation, regulations, policies, directives, and/or procedures which may replace the  
19 Workforce Investment Act; and

20 1.2 The Application was approved by the State and a Workforce  
21 Investment Act subgrant has been executed by and between the State and the City  
22 authorizing such programs and providing the funding therefore under Workforce  
23 Investment Act Master Subgrant Agreement which has been designated as No. K222430  
24 the ("Prime Contract"); and

25 1.3 Contractor desires to participate in said program and is qualified by  
26 procurement for the reason of experience, preparation, organization, staffing and facilities  
27 to provide services;

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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1           1.4 City is willing to utilize Contractor to provide contract services to  
2 provide vocational training services to Pacific Gateway participants under the Wind  
3 Turbine Technician Training Program.

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

6           Section 1. DOCUMENT INCORPORATION.

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

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

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

18           Contractor and City agree to be bound by all the terms, conditions and  
19 provisions contained in the Prime Contract, and the Statement of Work (collectively, the  
20 "Contract Documents").

21           Contractor hereby agrees to assume full responsibility for the performance  
22 of the operation, coordination and administration of such program pursuant to all the  
23 terms and conditions of Exhibit "B", to the extent that said documents are applicable to  
24 the delivery of services by Contractor hereunder; and the parties hereto agree to perform  
25 all duties, obligations and tasks to be performed by each party under the Contract  
26 Documents.

27           In the event there is any conflict between the provisions of this Contract and  
28 the provisions of the Prime Contract, including the attachments thereto and the

1 documents incorporated therein, as presently worded or amended in the future, the  
2 parties agree that the provisions of the Prime Contract shall control.

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

5 SECTION 2. TERM.

6 The term of this Contract ("Term") shall be deemed to have commenced as  
7 of September 12, 2011, and unless sooner terminated pursuant to the provisions hereof,  
8 shall terminate on September 11, 2013. Either of the parties hereto shall have the right  
9 to terminate this Contract in its entirety at any time during the Term for any or no reason  
10 whatsoever by giving fifteen (15) days prior written notice of termination to the other  
11 party. City shall have the additional right to cancel any part of this Contract at any time  
12 during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
13 cancellation to the Contractor.

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

22 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

23 The City may award a contract under special conditions if it determines the  
24 Contractor as "high risk" under the following categories:

25 (a) (1) A history of unsatisfactory performance, or (2) Is not financially  
26 stable, or (3) Has a management system which does not meet the management  
27 standards, or (4) Has not conformed to terms and conditions of previous awards, or (5) Is  
28 otherwise not responsible; and if the City determines that an award will be made, special

1 conditions and/or restrictions shall correspond to the high risk condition and shall be  
2 included in the award.

3 (b) Special conditions or restrictions may include: (1) Payment on a  
4 reimbursement basis; (2) Withholding authority to proceed to the next phase until receipt  
5 of evidence of acceptable performance within a given funding period; (3) Requiring  
6 additional, more detailed financial reports; (4) Additional project monitoring; (5) Requiring  
7 the Contractor to obtain technical or management assistance; or (6) Establishing  
8 additional prior approvals.

9 (c) If the City decides to impose such conditions, the City will either include  
10 such corrective action in the Statement of Work or notify the Contractor as early as  
11 possible, in writing, of: (1) The nature of the special conditions/restrictions; (2) The  
12 reason(s) for imposing them; (3) The corrective actions which must be taken before they  
13 will be removed and the time allowed for completing the corrective actions and (4) The  
14 method of requesting reconsideration of the conditions or restrictions imposed.

15 SECTION 4. PERFORMANCE REVIEW.

16 After each quarter during the Term, the City may conduct a review of  
17 Contractor's performance by comparing the Contractor's planned performance and/or  
18 contract earning levels with the actual performance and contract earning levels achieved  
19 by Contractor. If the Contractor is ten percent (10%) below planned performance and/or  
20 contract earning levels at the end of any quarter, the Contractor may be required to  
21 implement a corrective action plan. Any such corrective action plan shall be subject to  
22 review and approval by the City.

23 Underperformance at the end of the second quarter or any quarter  
24 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative  
25 and at the sole discretion of the City, deobligate funds from this Contract up to the  
26 amount of the underexpenditures.

27 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

28 The total amount which shall be payable by City to Contractor for

1 Contractor's allowable services during the Term shall not exceed Two Hundred  
2 Thousand Dollars (\$200,000.00).

3 The City shall, in due course, reimburse the Contractor for the actual,  
4 allowable, reasonable and necessary costs and expenses incurred by Contractor in the  
5 performance of this Contract which are authorized and approved and are in accordance  
6 with and pursuant to the Prime Contract, to the extent that such Prime Contract is  
7 applicable to the Contractor's performance hereunder.

8 Payment to the Contractor shall be limited to the amounts specified in  
9 Exhibit "B" for the categories, criteria and rates established in said Attachment. The  
10 allocation of the total contract amount among the items in the Budget may vary by as  
11 much as ten percent (10%) without the approval by Workforce Investment Board's  
12 Executive Director ("Executive Director"). Additionally, Contractor may, with the prior  
13 written approval of the Executive Director or his designee, make adjustments within and  
14 among the categories of expenditures in the Budget in excess of ten percent (10%), and  
15 modify the performance to be rendered hereunder as provided in Exhibit "B"; provided,  
16 however, that any such adjustment in expenditures shall not result in an increase in the  
17 amount of the total contract. The agent or representative of Contractor who signs as the  
18 maker of checks or drafts or in any manner authorizes the disbursement of said funds or  
19 expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond  
20 regarding the handling of said funds in an amount set out in Section 13, paragraph E of  
21 this Contract.

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

26 Disbursement of funds received from the State shall be under the direction  
27 of the City Manager or his designee and shall be in accordance with the provisions of this  
28 Contract and made pursuant to the Prime Contract and any additional procedures,

1 regulations and reporting requirements which are established by the City that do not  
2 conflict with applicable procedures, regulations and reporting requirements of the State.

3 All payments to Contractor by the City will be based upon invoices and the  
4 necessary supporting documents which the State and the City may require Contractor to  
5 submit. The expenditure of all funds shall be accounted for promptly and submitted with  
6 the funded "Period of Availability" for the program year. Reimbursement will not be made  
7 for claims generated beyond contract end date or ninety (90) days after the contract end  
8 date for properly accrued expenditures. Contractor shall keep separate detailed  
9 accounts for each expenditure for each component part of this project.

10 Public or private non-profit contractor revenues in excess of costs are  
11 considered program income or profits in accordance with Code of Federal Regulations  
12 definition of "Income" pursuant to 29 CFR 97.32(2). When authorized, program income  
13 may be added to the funds committed to the grant agreement. The program income shall  
14 be used for the purposes and under the conditions of the grant agreement or as  
15 amended unless the Governor of the State of California requires that such income be  
16 turned over to the State.

17 SECTION 6. RECORDS.

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

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

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SECTION 7. FINANCIAL REPORTS.

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

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

SECTION 8. ACCOUNTING PROCEDURES.

Contractor will submit an invoice with supporting documentation for payment based upon the agreed costs in Exhibit "B". These invoices will be due as outlined in Exhibit "B", based upon pay points disbursement. Contractor shall complete the payment requests in the format required by the City.

The Contractor will establish separate account numbers within its accounting system to account for the expenditures and revenues of this Contract. The Contractor's accounting system will be in compliance with all applicable procedures and

1 Federal and State authorities having jurisdiction over this Contract, and shall be  
2 consistent with the fiscal and accounting procedures, including accruals set forth herein.  
3 Without limiting the generality of the foregoing, the Contractor shall adhere to the  
4 following fiscal and accounting procedures:

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

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

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

8 2. Maintain bank validated copies for every deposit slip in  
9 chronological order. Each deposit slip should include sufficient detail to explain  
10 the source of the funds being deposited. (This may be done by recording the  
11 details on the deposit slip or by attached supporting documentation which may  
12 have been received with the receipts).

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

15 B. Designate specific employees to perform each of the following  
16 functions:

17 1. Receipt for goods and services provided to Contractor.

18 2. Approve the purchase of goods and services for Contractor.

19 3. Approve employee time sheets.

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

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

24 1. Original invoice from each vendor.

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

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

5                   D.     Maintain a copy of each invoice submitted to the Operations Division  
6 with copies of all supporting documents.

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

- 9                   1.     Bank statements and bank reconciliations.  
10                  2.     Deposit slips and supports.  
11                  3.     Checks and supports.  
12                  4.     Time sheets or documentation to verify Contractor's labor  
13 costs.  
14                  5.     Cash receipts and cash disbursement journals.  
15                  6.     Requests for reimbursement and supports.  
16                  7.     Financial statements.

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

19                  G.     Contractor must adhere to all audit requirements as outlined in  
20 Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29  
21 CFR 97.26 and 29 CFR 95.26 as applicable.

22                  All invoices and billings will be considered final and must be submitted  
23 within forty-five (45) calendar days from the end of the Term. Resolution of disputed  
24 matters must be resubmitted within fifteen (15) calendar days from date mailed to  
25 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings  
26 submitted after the cut-off date, or if funding is no longer available.

27                  SECTION 9. INDEPENDENT CONTRACTOR STATUS.

28                  It is distinctly understood that in the performance of this Contract, the

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1 Contractor shall at all times be considered a wholly independent contractor and that  
2 Contractor's obligations to and authority from the City are solely as are preserved by this  
3 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in  
4 any manner represent that Contractor or any of its agents, volunteers, subscribers,  
5 members, officers or employees are in any manner the officers, employees or agents of  
6 the City or the Pacific Gateway Workforce Investment Network (Network), an  
7 unincorporated non-profit association. Contractor shall not have any authority to bind the  
8 City or Network at any time or for any purpose. Contractor nor any of Contractor's  
9 officers, employees or agents shall have any power or authority as agents or employees  
10 of the City or Network and shall not be entitled to any of the rights, privileges or benefits  
11 of a City or Network employee.

12 SECTION 10. ASSIGNMENT.

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

15 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

16 Contractor expressly agrees to defend, protect, indemnify and hold the  
17 Network, the City, their respective officers, employees and agents ("Indemnified Parties"),  
18 free and harmless from and against any and all claims, damages, expenses, loss or  
19 liability of any kind or nature whatsoever growing out of, or resulting from the acts or  
20 omissions of Contractor, its officers, agents or employees in the performance of this  
21 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal  
22 actions that may be instituted against either the Indemnified Parties and Contractor shall  
23 pay any settlement entered into or satisfy any judgment that may be rendered against  
24 either the Indemnified Parties as a result of said acts or omissions of Contractor, its  
25 officers, agents or employees in the performance of this Contract.

26 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

27 Contractor shall administer contract within the policies and procedures  
28 mandated by the Workforce Investment Act of 1998 and the Network and agrees to

1 comply with the following contract clauses, as applicable, during the duration of the  
2 contract period:

- 3 1. Compliance with requirements and/or regulations related to patent rights,  
4 copyrights, and rights in data;
- 5 2. Maintenance of records for 7 years;
- 6 3. The Equal Employment Opportunity Act provisions;
- 7 4. The Americans with Disabilities Act of 1990;
- 8 5. The Contract Work Hours and Safety Standards Act;
- 9 6. The Clean Air Act and Environmental Protection Agency regulations;
- 10 7. The Energy Policy Conservation Act;
- 11 8. The Bryd Anti-Lobbying Amendment;
- 12 9. Veteran's Priority Provisions;
- 13 10. Whistle Blower Protection;
- 14 11. Day American Requirements.

15 SECTION 13. INSURANCE.

16 Concurrent with the execution of this Contract by Contractor, as a condition  
17 precedent to the effectiveness of this Contract, and in partial performance of the  
18 obligations of indemnity assumed by Contractor under Section 11 above, Contractor shall  
19 procure and maintain during the Term at Contractor's expense:

20 A. Comprehensive General Liability in an amount not less than Two  
21 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million  
22 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property  
23 damage. The Indemnified Parties shall be covered as insureds in respect to liability  
24 arising out of activities performed by or on behalf of the Contractor and coverage shall be  
25 in a form acceptable to the Risk Manager of the City ("Risk Manager").

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

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1 C. Workers' Compensation as required by the Labor Code of the State  
2 of California and Employers' Liability Insurance with limits of one Million Dollars  
3 (\$1,000,000.00) per occurrence.

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

10 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
11 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars  
12 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those  
13 employee's agents or representatives of the Contractor who sign as the maker of checks  
14 or drafts or in any manner authorize the disbursement or expenditure of said funds.

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

20 The insurance required hereunder shall be placed with carriers admitted to  
21 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.  
22 Best Company and may be subject to such self-insurance or deductible as may be  
23 approved by the Risk Manager. Any Contractors which Contractor may use in the  
24 performance of services under this Contract shall be required to maintain insurance in  
25 accordance with the requirements here in Section 13.

26 Contractor shall furnish the City with certificates of insurance and with  
27 original endorsements affecting coverage as required above. The certificates and  
28 endorsements for each insurance policy shall be signed by a person authorized by that

1 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall  
2 provide for an extended reporting period of not less than One Hundred Eighty (180) days.  
3 No claims made policies shall be acceptable to City unless the City Manager determines  
4 that no occurrence policy is available in the market for the particular risk being insured.  
5 Any modification or waiver of the insurance requirements contained in this Contract shall  
6 only be made with the written approval of the Risk Manager in accordance with  
7 established city policy.

8 SECTION 14. DRUG-FREE WORKPLACE.

9 Contractor shall comply with Government Code Sections 8350 et seq. and  
10 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
11 limited to, the following:

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

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

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

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

26 Contract:

- 27 1. Will receive a copy of Contractor's drug-free policy statement,  
28 and

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2. Will agree to abide by the terms of Contractor's statement as a condition of employment on this Contract:

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

SECTION 15. NON-DISCRIMINATION.

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

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

SECTION 16. CONFIDENTIALITY.

Contractor shall keep confidential all financial, operations, and performance records relating to its performance of this Contract ("Data") and shall not disclosed the Data or use the Data directly or indirectly other than in the course of services provided hereunder. The obligation of confidentiality shall continue following expiration or earlier

1 termination of this Contract. In addition, Contractor shall keep confidential all information,  
2 whether written or oral, or visual, obtained by any means whatsoever in the course of  
3 Contractor's performance hereunder for the same period of time. Contractor shall not  
4 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of  
5 others without first obtaining the prior written authorization and consent of the City.

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

11 SECTION 17. BREACH OF CONFIDENTIALITY.

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

14 (a) Contractor demonstrates Contractor knew prior to the time  
15 City disclosed it; or

16 (b) Is or becomes publicly available without breach of this  
17 Contract by Contractor; or

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

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

24 SECTION 18. NOTICES.

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

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1 personal service. Such notices shall be effective on the date personal service is effected  
2 or the date of the signature on the return receipt. For the purposes hereof, the address of  
3 the City and the proper party to receive any such notices on its behalf is the City  
4 Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the  
5 Contractor's address for service of any such notices shall be 785 Tucker Road, PMB 318,  
6 Tehachapi, CA 93561, attn: Jeff Dunn, President, Telephone (661) 882-6524, Fax No.  
7 (661) 822-5670.

8 SECTION 19. CONTRACT ADMINISTRATION.

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

12 SECTION 20. CORPORATE STATUS.

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

16 SECTION 21. ENTIRE AGREEMENT.

17 This document fully expresses all understandings of the parties concerning  
18 all matters covered and shall constitute the total Agreement. Except for the adjustments  
19 of Exhibit "B" as provided in Section 5 hereof, no addition to or alteration of the terms of  
20 this Contract whether by written or oral understanding of the parties, their officers, agents  
21 or employees shall be valid unless made in writing and formally adopted in the same  
22 manner as this Contract.

23 SECTION 22. CAPTIONS AND ORGANIZATION.

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

28 ///



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 23. TAX REPORTING.

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

SECTION 24. AUTHORIZATION TO EXECUTE.

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

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

AIRSTREAMS RENEWABLES, INC., a Private For-Profit Entity

Dated: June 1<sup>ST</sup>, 2012

By   
Name & Title JEFFREY DUFF, President

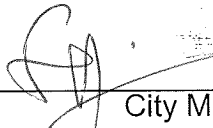
Dated: \_\_\_\_\_, 2012

By \_\_\_\_\_  
Name & Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 7.10, 2012

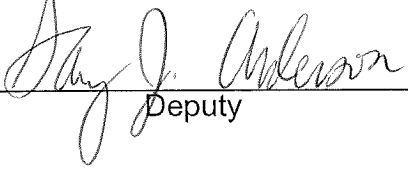
By  **Assistant City Manager**  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 15<sup>th</sup> day of June, 2012.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# Exhibit A

-KS  
WIA 8/24/11

## WIA SUBGRANT AGREEMENT

REGISTRATION NO: K282480  
MODIFICATION NO: 01  
SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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

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

GOVERNMENTAL ENTITY: YES

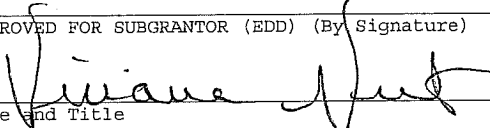
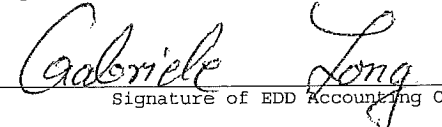
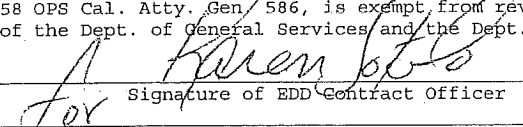
This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have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

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

ALLOCATION(s):	PRIOR AMOUNT: \$2,009,917.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$543,785.00
	TOTAL: \$2,553,702.00

TERMS OF AGREEMENT: From 04/01/2011 to 06/30/2013 Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate WIA formula funding for Program Year (PY) 2011-12 into grant codes 201, 501, and 540.

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: K282480  
MODIFICATION NO: 01

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0.00	\$146,963.00	\$0.00	\$146,963.00
TOTAL TITLE I-A	\$0.00	\$146,963.00	\$0.00	\$146,963.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96212 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2011 to 06/30/2012 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$61,092.00	\$0.00	\$61,092.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$335,730.00	\$0.00	\$335,730.00
TOTAL TITLE I-D	\$0.00	\$396,822.00	\$0.00	\$396,822.00
<b>TITLE I-Y: YOUTH</b>				
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2011 to 06/30/2013 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,009,917.00	\$0.00	\$0.00	\$2,009,917.00
TOTAL TITLE I-Y	\$2,009,917.00	\$0.00	\$0.00	\$2,009,917.00
<b>GRAND TOTAL:</b>	<b>\$2,009,917.00</b>	<b>\$543,785.00</b>	<b>\$0.00</b>	<b>\$2,553,702.00</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: K282480  
MODIFICATION NO: 01

EXHIBIT CC  
Page 1 OF 1

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

TERM OF THESE FUNDS: 07/01/2011 TO: 06/30/2013

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 2011-12 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 201 consist of first (1st) round funding and are available for expenditures from July 1, 2011 through June 30, 2013. Second (2nd) round funding, which will be provided in a subsequent subgrant modification will be in grant code 202 and available for expenditures from October 1, 2011 through June 30, 2013. Adult funds are available for expenditure provided an approval 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: K282480  
MODIFICATION NO: 01

EXHIBIT EE  
Page 1 OF 1

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

TERM OF THESE FUNDS: 07/01/2011 TO: 06/30/2013

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 2011-12 Subgrant Agreement to support the WIA Dislocated Worker Program. The funds in grant code 501 consist of first (1st) round funding and are available for expenditures from July 1, 2011 through June 30, 2013. Second (2nd) round funding, which will be provided in a subsequent subgrant modification will be in grant code 502 and available for expenditures from October 1, 2011 through June 30, 2013. Dislocated Worker funds are available for expenditure provided an approval 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: K282480  
MODIFICATION NO: 01

EXHIBIT FF  
Page 1 OF 1

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

TERM OF THESE FUNDS: ~~07/01/2011~~ 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) 25 percent Rapid Response funds are being incorporated into your Program Year (PY) 2011-12 Subgrant Agreement. The funds in grant code 540 consist of first (1st) round funding and are available for expenditures from July 1, 2011 through June 30, 2012. Second (2nd) round funding, which will be provided in a subsequent subgrant modification will be in grant code 541 and available for expenditures from October 1, 2011 through June 30, 2012.

These "formula based" Rapid Response funds (see Information Notice WSIN 10-74) 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 B



## EDUCATIONAL AGREEMENT

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

Address: 3447 Atlantic Avenue  
Long Beach, CA 90807

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

### Agreement with...

Provider: AIRSTREAMS RENEWABLES INC.  
DBA (If different): \_\_\_\_\_

Training Site: 101 COMMERCIAL WAY  
TEHACHAPI, CA 93561

Remittance: \_\_\_\_\_  
(If different) \_\_\_\_\_

Contact Person: Jeff Duff  
Title: President

Phone: 661-822-5624  
Fax: 661-822-5670  
Email: jeffduff@air-streams.com

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

562.570.WORK • 800.292.7200 • FAX 562.570.3704

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

ADMINISTERED BY:



Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call 562.570.3738 or TTY 562.570.4629, at least 72 hours prior to event.



- A. **PARTIES:** The City of Long Beach Pacific Gateway Workforce Investment Network (Network), 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 with the trainer identified on page 1, hereinafter, known as the **Training Vendor**.
- 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 listed in the State of California Eligible Training Provider List (ETPL). If the cost of training specified in ETPL is less than the amount listed in the Training Vendor catalog, the ETPL will prevail. Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by Bureau or other sponsoring Local Workforce Investment Areas.
- D. **CUSTOMER REFERRAL AND RECRUITMENT:** The Training Vendor understands that only trainees referred by the Network may be enrolled into approved training under this Agreement. The Bureau will forward an *Individual Training Account (ITA) Scholarship*, (see Exhibit A for sample), to Provider for each and all authorized Trainees.
- E. **COST:**
1. The total amount reimbursed to the Training Vendor, shall not exceed the amount as documented in the ETPL.
  2. In no event shall the Network reimburse the Vendor in excess of actual expenditures for those services set forth herein. If training is not completed, the Training Vendor 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.
  3. Reimbursement to the Training Vendor will be based on the provision of stated training services (as specified in the *ITA Scholarship -Exhibit A*), and the provision of Trainee evaluations. If specified training services are not adequately provided and/or if Trainee evaluations are not provided per the stipulations in this Agreement, payment to the Training Vendor by the Network may be delayed or withdrawn.
  4. The Training Vendor agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the *ITA Scholarship – Exhibit A*. The Provider understands that a violation of this provision may result in termination of this Agreement, at Network's discretion.
  5. The Training Vendor 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 Training Vendor must provide the Network 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 Network Employment Specialist, shall include a notice of award or denial for financial aid issued by the Training Vendor 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 Training Vendor by the Network 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 Training Vendor to the Trainee, if applicable.

6. The Training Vendor agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Network or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Vendor also agrees to provide photocopies of above referenced records, upon request from the Bureau. The Training Vendor agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.
7. This Agreement is subject to WIA rules and regulations and the availability of WIA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

#### **F. PERFORMANCE:**

1. The Network retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Vendor may be delayed or withdrawn.
2. The Training Vendor 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.
3. The Training Vendor shall act in an independent capacity and not as officer, employee, or agent of the Network in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Vendor. The Training Vendor shall not contract or incur expenses in the name of the Network.
4. The Training Vendor agrees, to the extent permitted by law, to defend, protect, indemnify and hold the Network, 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. Training Vendor shall at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the Training Vendor or the Network, and shall pay any settlement entered into or satisfy any judgment that may be rendered against either the Training Vendor or the Network.
5. The Training Vendor shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Vendor agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a)(b).

6. The Training Vendor shall personally perform all services herein and documented in the ETPL. Any attempt by the Training Vendor to delegate or subcontract its duties under this Agreement shall be void and allow the Network to immediately terminate this Agreement and withdraw payment(s).

#### G. PROVIDER ASSURANCES:

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

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
9. The Training Vendor shall ensure compliance with the Network policy that prohibits retaliation or reprisal against an individual that:
- Has filed a complaint;
  - Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
  - Furnished information to, or assisted or participated in any manner in, an investigation, review hearing or any other activity related to the administration of the WIA nondiscrimination and EO provisions; and
  - Otherwise exercised any rights and privileges under the WIA nondiscrimination and EO provisions.
10. The Training shall permit access by the Network or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
11. The Training Vendor agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either the *Network* or the State.
12. The Training Vendor shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.
13. The Training Vendor shall ensure that training involving sectarian or political activities is prohibited.

**H. TERMS:**

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

**I. INVOICING:**

1. The Network shall reimburse the Training Vendor as per stipulations set forth in this Agreement.
2. The Training Vendor 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, h) Federal Tax Identification Number and i) specify Pay Point, e.g., 1 or 2, see below.

3. 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 Network's WIA Program Supervisor, at (562) 570-3748.

4. Payment for training shall be disbursed as follows:

<b><u>Pay Point #1</u></b> At the beginning of training (following completion of 100 hours of training)	40 %
<b><u>Pay Point #2</u></b> At the completion of training	60 %
	100 %

**Pay Points:**

1. **At the Beginning of Training:** This pay point will have been earned and may be billed for by the Training Vendor when: all forms and agreements have been signed and participant is enrolled and started training classes. All invoices related to this pay point shall be submitted to the Network's WIA Program Supervisor no later than fifteen (15) (calendar) days from completing 100 hours of instruction.

2. **At Completion:** This pay point will have been earned and may be billed for by the Training Vendor when: a) the Trainee has satisfactorily completed the training program and has attained competencies as outlined in the Training Vendor'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 Network 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 Network's WIA Program Supervisor no later than fifteen (15) calendar days from the completed benchmark.

5. Insurance Requirements: Before a purchase order can be issued, you must meet the following insurance requirements:

A. A certificate of insurance, showing the City of Long Beach as the certificate holder at the address given below, must be filed with the City before the purchase order is issued. The certificate must evidence the following insurance placed with an insurer admitted to write insurance in California or an authorized non-admitted insurer having a rating of or equivalent to A: VIII by A.M. Best Company:

1. **Commercial general liability** (equivalent in coverage to ISO form CG 00 01 11 85 or 88), including cross-liability protection and broad form contractual liability, in an amount not less than \$1,000,000 combined single limit for each occurrence. If the policy has a general aggregate limit, the general aggregate limit must be in an amount not less than \$2,000,000. The "**City of Long Beach, its officials, employees, agents, and departments**" must be named as additional insured and such coverage must not be limited to the vicarious liability or supervisory role of the additional insured.

2. **Automobile liability** (equivalent in coverage to ISO form CA 00 01 06 92) in an amount not less than \$500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).

3. **Professional liability or errors and omissions** in an amount not less than \$1,000,000 per occurrence if you are providing accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, daycare, engineering, environmental, landscape architectural, legal, medical, nursing, pastoral, surveying, real estate, soils engineering, or other professional services.
4. **Workers' compensation and employer's liability** in an amount not less than \$1,000,000 per accident if workers' compensation coverage is required by the California Labor Code.

B. Endorsements: All applicable original endorsements must also be filed with the City of Long Beach before the purchase order is issued, including but not limited to:

1. An additional insured endorsement (**equivalent in coverage to ISO form CG 20 10 11 85 or CG 20 26 11 85**) naming "**The City of Long Beach, its officials, employees, agents, and departments**" as additional insured under the general liability policy. **Failure to comply with this requirement will prevent me from issuing a purchase order.**
2. An endorsement to each policy stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to City and that the policy shall apply on a primary non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to City or any employee or agent of City.

C. Special Risks: Additional insurance requirements may be imposed on certain risks:

1. Construction contracts;
2. Medical, daycare, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations, including brownfields' redevelopment;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Marine-related products or services;
7. Aircraft-related products or services; or
8. Any unusual or high-risk activities, operations or products.

The City's Purchasing Agent or City's Risk Manager or designee at City's discretion is the only ones that can make any waiver or modification of the insurance requirements.

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

*Network* standardized Progress Reports, or Training Provider's 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.

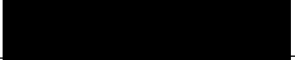
Minimum Progress Report Requirements:

Training Vendor Name	Instructor Name
Vendor Address & Phone no.	Evaluation Period
Training Program	Attendance
Trainee Name	Training Performance (i.e., progress)
Employment Specialist Name	Comments
Trainee Signature & Date	Instructor Signature & Date

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

**AIRSTREAM RENEWABLES INC.**

Training Vendor Name



Federal Tax Identification Number

*[Handwritten Signature]*

Authorized Signature

Jeff Duff President

Name/Title

08/29/11

Date

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

*[Handwritten Signature]*

Authorized Signature

Bryan S. Rogers, Workforce Development Manager

Name/Title

## EXHIBITS

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