

CONTRACT

31622

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3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 the 1st day of January, 2010, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on January 5, 2010, by and between LONG
6 BEACH AREA CHAMBER OF COMMERCE, a California corporation, with offices located
7 at One World Trade Center, Suite 206, Long Beach, California 90831, ("Provider") and
8 the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for
9 the Pacific 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 (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. 1910542 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;

1 1.4 City is willing to utilize Provider to provide layoff aversion and
2 business retention services.

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 "Scope of Work")
16 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 Statement of Work
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 layoff aversion and business retention training in
2 accordance with the provisions of the Contract Documents.

3 **SECTION 2. TERM.**

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

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

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

21 The total amount which shall be payable by City to Provider for Provider's
22 services during the Term shall not exceed Two Hundred Thousand Dollars
23 (\$200,000.00).

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

1 funds received by City under the Prime Contract and shall be payable only after the City
2 receives said funds with which to make such payments.

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

8 **SECTION 4. RECORDS.**

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

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

19 **SECTION 5. FINANCIAL REPORTS.**

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

27 If the Provider is subject to the Single Audit Act (SAA), the Provider shall
28 include this Contract within the scope of the SAA audit. A copy of the SAA final audit

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

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

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

18 **SECTION 7. ASSIGNMENT.**

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

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

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

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

4 **SECTION 9. INSURANCE.**

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

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

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

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

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

1 Dollars (\$100,000) Accident Medical and Twenty-Five Thousand Dollars
2 (\$25,000) Accidental Death and Dismemberment.

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

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

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

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

1 City policy.

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 LONG BEACH AREA CHAMBER OF
2 COMMERCE, One World Trade Center, Suite 206, Long Beach, California 90831,
3 Attention Randy Gordon, Telephone (562) 436-1251, Fax. No. (562) 436-7099.

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 IDENTIFICATION NUMBER.**

21 Provider's Tax Identification Number is [REDACTED]

22 **SECTION 16. AUTHORIZATION TO EXECUTE.**

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

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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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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.

LONG BEACH AREA CHAMBER OF COMMERCE, a California corporation

Dated: April 7, 2010

By Randy Jordan
Title Pres/CEO

Dated: 4/12, 2010

By [Signature]
Title Chairman 2009-10 Term

"Provider"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

Dated: 4.26, 2010

By [Signature]
City Manager
"City" **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

The foregoing Contract is hereby approved as to form this 20th day of April, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

Exhibit A

Dist: WIA 6/10/09

WIA SUBGRANT AGREEMENT

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

CITY OF LONG BEACH

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

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

GOVERNMENTAL ENTITY: YES

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

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

ARRA Provisions:

ARRA 2009 Provisions Exhibit A 3 Pages

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

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

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

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required.

Name and Title
BOB HERMSMEIER
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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

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

Signature of EDD Accounting Officer

Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542
MODIFICATION NO: 07

I. ALLOCATION

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

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

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 2 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542
MODIFICATION NO: 07

I. ALLOCATION

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT COVER SHEET

SUBGRANT NO: R970542
MODIFICATION NO: 07

EXHIBIT BB
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542
MODIFICATION NO: 07

EXHIBIT LL
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542
MODIFICATION NO: 07

EXHIBIT BB
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542
MODIFICATION NO: 07

EXHIBIT MM
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542
MODIFICATION NO: 07

EXHIBIT QQ
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

Exhibit B
Pacific Gateway Workforce Investment Network
SCOPE OF WORK
LAYOFF AVERSION/BUSINESS RETENTION SERVICES

VENDOR: Long Beach Area Chamber of Commerce
(Hereinafter referred to as "Vendor")

TERM: January 6, 2010 – December 31, 2010

AMOUNT: Not to Exceed \$200,000

ABSTRACT: Provide Layoff Aversion/Business Retention Services for the Cities of Long Beach, San Pedro, Lomita and Wilmington

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

A. PROJECT SUMMARY

Focus Area	Number of Businesses - Outreach	Number of At-Risk Businesses Contacts	Number of Employees in At-Risk Businesses (75 or less employees per business)
San Pedro	415	64	Up to 4,800
Lomita	100	17	Up to 1,275
Wilmington	215	33	Up to 2,457
Long Beach	1,200	186	Up to 13,950
Total	1,930	300	Up to 22,500

<u>Key Deliverables</u>	<u>Milestone Dates</u>
1. Selection of key staff: <ul style="list-style-type: none"> • Program Coordinator (1) • Business Outreach Consultants (3) • Layoff Aversion Program Coordinator/Business Outreach Consultant (1) • Voluntary Program Advisor (Gerald Miller identified in RFP) • Formation of "red team" comprised of appropriate members 	2/28/2010
2. Development of a standard, simple survey instrument to enable the Program Coordinator and Business Outreach Consultants to seek information about at-risk businesses.	4/30/2010

<ul style="list-style-type: none"> • The survey may include: business size, markets addressed, number of employees, whether the business is facing imminent workforce reductions, other key information • The survey will be available in two formats in-person (face-to-face) and web-based 	
<p>3. Outreach and identification of at-risk businesses through, but not limited to, ongoing events at each Chamber, newsletters, Internet communications, etc.</p>	Throughout
<p>4. Scheduling of visitations to at-risk businesses identified. Each visitation will include the completion of the survey instrument and is estimated to take between 30 to 60 minutes. Business owners/representatives may also opt to complete the survey on-line.</p>	Throughout
<p>5. Roll out of coordinated "Red Team" to identify and apply business assistance and economic development services, including, but not limited to: problem identification, business consulting, generation of business solutions and other assistance as needed.</p>	4/30/2010
<p>6. Key collaborations established with the following organizations:</p> <ul style="list-style-type: none"> • Key departments of the City of Los Angeles: <ul style="list-style-type: none"> • Community Development Department- Economic Development (Enterprise Zone and LA Business A), Harbor Region Area Office, Business Services/Rapid Response Program • Community Redevelopment Agency • Department of Water and Power and other respective Utility companies • Key departments of the City of Long Beach: <ul style="list-style-type: none"> • Community Development Department • Water Department • Gas and Oil Department • Development Services • City Manager's Office • Workforce Investment Board • Port of Los Angeles • Port Technology Development Center • County of Los Angeles offices • Service providers funded by the City of Los Angeles in the Harbor area (see attached list) • State of California Employment Training Panel representatives • Southern California Edison 	Throughout

7. Attendance at all meetings and/or training sessions as identified by the Network	Throughout
8. Immediate referrals of businesses that need specific assistance	Throughout
9. Monthly reports to be provided to the Network. Reports must, at minimum, include key accomplishments, progress, task completion, as well as update on project collaboration/partnerships	Throughout

B. PROGRAM PERFORMANCE REQUIREMENTS

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

C. TECHNICAL ASSISTANCE & MANDATORY MEETINGS

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

D. FINANCIAL REPORTING/INVOICING

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

E. PAYMENT SCHEDULE

QTR 1	JAN-10	FEB-10	MAR-10
Monthly Payment	\$22,250.00	\$22,250.00	\$22,250.00
PTD Expenditures	\$22,250.00	\$44,500.00	\$66,750.00
PTD Expenditure Rate	11%	22%	33%
% Of Total Contract	11.1%	11.1%	11.1%

QTR 2	APR-10	MAY-10	JUN-10
Monthly Payment	\$17,750.00	\$17,750.00	\$17,750.00
PTD Expenditures	\$84,500.00	\$102,250.00	\$120,000.00

PTD Expenditure Rate	42%	51%	60%
% Of Total Contract	8.9%	8.9%	8.9%

QTR 3	JUL-10	AUG-10	SEP-10
Monthly Payment	\$13,550.00	\$13,550.00	\$13,550.00
PTD Expenditures	\$133,550.00	\$147,100.00	\$160,650.00
PTD Expenditure Rate	67%	74%	80%
% Of Total Contract	6.8%	6.8%	6.8%

QTR 4	OCT-10	NOV-10	DEC-10
Monthly Payment	\$13,200.00	\$13,200.00	\$13,200.00
PTD Expenditures	\$173,850.00	\$178,050.00	\$200,000.00
PTD Expenditure Rate	87%	93%	100%
% Of Total Contract	6.6%	6.6%	6.5%