



ng # 88472
PO # 810754

SUBGRANTEE AGREEMENT

33821

This agreement is made and entered into by and between the El Camino Community College District hereinafter referred to as "DISTRICT" and City of Long Beach, administering entity for Pacific Gateway Workforce Investment Network, hereinafter referred to as "SUBGRANTEE".

RECITALS

WHEREAS, the DISTRICT has obtained a multi-year contract from the California Manufacturers and Technology Association (CMTA) to promote Technical Skills Training through a U.S. Department of Labor H-1B Grant, the DISTRICT is in turn offering a contract for year one to SUBGRANTEE; and,

WHEREAS, the DISTRICT will sub-contract for training as described in the CMTA, H-1B Technical Skills Training proposal;

WHEREAS, the SUBGRANTEE is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable.

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

Provide Projected Performance Outcomes as stated in the H-1B Technical Skill Training proposal, except table below supersedes grant proposal performance requirements. See Attachment "A" for additional reporting templates.

Measure (totals reflect yr. 3 reporting only)	Project Performance (Unemployed)
Total Participants Served	30
Total Participants Beginning Education/Training	25
Total Participants Completing Education/Training	23
Total Participants Who complete Education/ Training that Receive a Degree or Other Credential	23
Total # of Credentials each Participant is Expected to Receive	Range: 2-5
Total # of Participants who complete Education/ Training Activities who enter Unsubsidized Employment	22
Total # of Participants who Retain Unsubsidized Employment in the 1 st and 2 nd Quarters following Initial Placement	20
Average Wage that Participants will Earn at Placement	Range: &18-30/hr. Avg. \$24/hr.

Received 3/2/15
JST

2. TERM

SUBGRANTEE will commence work for year three under this CMTA U.S. Department of Labor H1-B Grant multi-year grant on February 1, 2015 and will diligently prosecute the work thereafter. SUBGRANTEE will complete the work for eleven months and no later than November 30, 2015.

3. COMPENSATION

Total funding available for SUBGRANTEE under the CMTA U.S. Department of Labor H1-B Grant multi-year grant is \$200,000.00 and will be allocated in yearly agreements with the DISTRICT. A total of \$72,500.00 will be paid for year three of the said multi-year grant, upon receipt of approved invoices, quarterly and final reports to Accounts Payable or Project Manager.

In consideration for the services provided by SUBGRANTEE, DISTRICT shall pay the SUBGRANTEE within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

a. Billing

SUBGRANTEE will provide invoices that reference Purchase Order Number for all payments directed to El Camino College, 13430 Hawthorne Blvd, Hawthorne CA 90250, Attention: David Gonzales, CACT Director. Accounts Payable requires that invoices be submitted in duplicate and must include SUBGRANTEE'S signature and reference Purchase Order Number.

b. Quarterly reporting schedule

SUBGRANTEE shall submit quarterly reports to the Center for Applied Competitive Technologies, 13430 Hawthorne Blvd., Hawthorne, CA, 90250. Attention: David Gonzales, Director, CACT or via email to dgonzales@elcamino.edu or the Dean of Community Advancement. The reporting period and due dates are shown below.

Report Period	Period Covered	Due Date
1	February 1 through March 31, 2015	May 5, 2015
2	April 1, 2015 through June 30, 2015	August 5, 2015
3	July 1, 2015 through September 30, 2015	November 5, 2015
4	October 1, 2015-November 30, 2015	TBD

SUBGRANTEE will submit quarterly reports using Attachment A or format containing equivalent information to report activities undertaken during the quarter. The report shall include the number courses held or developed, and the number of students, faculty, and other stakeholders served in accordance with the work plan.

4. TERMINATION

SUBGRANTEE acknowledges that approval of and funding for this agreement is contingent upon the approval of, receipt of funds from, and obligation of funds by, the U.S. Department of Labor H-1B Grant through CMTA, to the DISTRICT. If such approval, funding, or appropriation are not forthcoming, or are otherwise limited, DISTRICT shall notify SUBGRANTEE immediately and in writing. Immediately upon such notice SUBGRANTEE

shall modify or cease operations as directed by DISTRICT. If modification of SUBGRANTEE'S operations hereunder is preferable to cessations of such operations, with thirty (30) days of said written notice, DISTRICT and SUBGRANTEE shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder. Otherwise, this agreement may be canceled by either party without cause and with thirty (30) calendar day's written notice.

5. RELATIONSHIP OF PARTIES

DISTRICT and SUBGRANTEE hereby agree and acknowledge that SUBGRANTEE, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, SUBGRANTEE shall have the right to determine the time and manner in which contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of the SUBGRANTEE, nor the details, methods, or means by which that result is to be attained. SUBGRANTEE shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines. The DISTRICT reserves the right to make final determination as to the correct relationship of the parties.

6. SUBGRANTEE'S STATUS

SUBGRANTEE expressly represents and covenants that it is a California Community College duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. THE RIGHT TO AUDIT

SUBGRANTEE agrees to all audit requirements of the U.S. Department of Labor, and the Chancellor's Office of California Community Colleges audit policies.

8. HOLD HARMLESS

SUBGRANTEE and DISTRICT mutually agree to defend, indemnify, save and hold one another, their officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by SUBGRANTEE or DISTRICT, their officers, agents or employees while performing or directing operations under the Agreement.

9. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

10. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies

available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

11. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

12. SUBGRANTEE

SUBGRANTEE is a contractor and not an officer, agent, servant, or employee of DISTRICT. SUBGRANTEE is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subgrantees, if any. Nothing in this agreement shall be construed as creating a partnership or joint venture between DISTRICT and SUBGRANTEE. Neither SUBGRANTEE nor its officers, employees, agents, or contractors shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

13. DEBARMENT & SUSPENSION

In accordance with Executive Orders 12549 & 12689, Contractor certified by entering into this transaction, that neither it nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

David Gonzales

Director, Center for Applied Competitive Technologies

El Camino College, Business Training Center

13430 Hawthorne Blvd.

Hawthorne, CA 90250

310-973-3170 ph.

Email: dgonzales@elcamino.edu

16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. EXHIBITS AND ATTACHMENTS INCORPORATED

Attachment "A" and "B" is hereto affixed and incorporated into this Agreement by reference.

18. ASSIGNMENT

This agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

 _____ Date FEB 18 2015

DISTRICT SIGNATURE

John Rocky Bonura, Director of Business Services
El Camino Community College District
16007 Crenshaw Blvd.
Torrance, CA 90506
310-660-3375
Email: rbonura@elcamino.edu

SUBGRANTEE: Assistant City Manager

 _____ Date 12/26/14


SUBGRANTEE SIGNATURE EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.


Name & Title PATRICK H. WEST, CITY MANAGER

Organization Name City of Long Beach

Address 3447 Atlantic Ave, Long Beach, CA 90807

Phone 562-570-3701 Email Nick.Schultz@pacific-gateway.org


Tax Payer ID No. _____

APPROVED AS TO FORM
December 15, 2014
CHARLES PARKIN, City Attorney
By  _____
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

ATTACHMENT A

H-1B Technical Skills Training Reporting Template 1

Employee ID or Student ID	Date of Exit m/d/yyyy	Reasons for Exit 1-6 or 98- 99	Date of Program Completion m/d/yyyy	1st Qtr			1st Quarter			2nd Quarter After Completion			3rd Quarter After Completion			Credential #1		Credential #2		Credential #3	
				Employed 1/0/3	Occupation Code nn-nnnn.nn	Entered Training Related Employment	Retained Current Position	New Position with Current Employer	Employed 1/0/3	Retained Current Position	New Position with Current Employer	Employed 1/0/3	Retained Current Position	New Position with Current Employer	Type of Credential 1-6 or 0	Date Attained Credential m/d/yyyy	Type of Credential 1-6 or 0	Date Attained Credential m/d/yyyy	Type of Credential 1-6 or 0	Date Attained Credential m/d/yyyy	
code	302	303	304	501	502	503	504	505	611	612	613	621	622	623	611	612	611	612	611	612	
SAMPLE1					00-0000.00	0	Y	N	1	Y	N	1	Y	N							

