

30193
CONTRACT

1
2 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
3 the 1st day of January, 2007, pursuant to a minute order adopted by the City
4 Council of the City of Long Beach at its meeting held on May 15, 2007, by and between
5 the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the
6 "CITY"), and the LOS ANGELES HARBOR COLLEGE ("COLLEGE"), a California Public
7 Education Institution, with offices located at 1111 Figueroa Place, Wilmington, California
8 90744-2397, hereinafter referred to as "CONTRACTOR."

RECITALS

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

- 11 1. The City of Long Beach Workforce Development Bureau and the
12 South Bay Center for Counseling collaborated last year with a consortium of community
13 partners in the South Bay area of Los Angeles County on a petrochemical careers
14 workforce development project. The project connects the need for new chemical process
15 technicians at the Conoco-Phillips, Exxon Mobil, BP and Valero refineries with education
16 and training opportunities for residents to gain access to those career paths.
- 17 2. The Bureau earmarked \$75,000 in training funds from its current
18 Workforce Investment Act allocation to leverage grant activities through the South Bay
19 Center for Counseling to sponsor tuition for 30 local residents in Los Angeles Harbor
20 College's industry-approved Process Plant Technology Program.

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

23 Section 1. Document Incorporation.

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

- 26 A. The Prime Contract (Exhibit "A") and any extension or renewal
27 thereof or any grant agreement which is the successor thereto which authorizes training
28 in the Process Plant Technology Program, and the documents incorporated therein and

1 attachments thereto, including the assurances and certifications made by the City to the
2 State.

3 B. Contractor's program description, statement of work to be performed,
4 Contractor's operation plan for participants, program conditions and standards for
5 Contractor's performance under this Contract (collectively, the "Scope of Services")
6 attached as Exhibit "B" hereto.

7 C. Contractor's fee schedule ("Fee Schedule") attached hereto as
8 Exhibit "C" for training and employment activities to be provided by Contractor (the
9 "Services").

10 Contractor and City agree to be bound by all the terms, conditions and
11 provisions contained in the Prime Contract, the Scope of Services and the Fee Schedule
12 (collectively, the "Contract Documents"). Contractor hereby agrees to assume full
13 responsibility for the performance of the operation, coordination and administration of
14 such program pursuant to all the terms and conditions of the Contract Documents to the
15 extent that said documents are applicable to the delivery of services by Contractor
16 hereunder. The parties hereto agree to perform all duties, obligations and tasks to be
17 performed by each party under the Contract Documents. In the event there is any
18 conflict between the provisions of this Contract and the provisions of the Prime Contract,
19 including the attachments thereto and the documents incorporated therein, as presently
20 worded as or amended in the future, the parties agree that the provisions of the Prime
21 Contract shall control.

22 Contractor shall provide the Services in accordance with the provisions of
23 the Contract Documents.

24 Section 2. Term.

25 The term of this Contract ("Term") shall be deemed to have commenced on
26 January 1, 2007, and unless sooner terminated pursuant to the provisions hereof, shall
27 terminate at midnight on December 31, 2007. Either of the parties hereto shall have the
28 right to terminate this Contract in its entirety at any time during the Term for any or no

1 reason whatsoever by giving 15 days prior written notice of termination to the other party.
2 City shall have the additional right to cancel any part of this Contract at any time during
3 the Term for any reason whatsoever by giving 15 days notice of such cancellation to the
4 Contractor.

5 Notwithstanding the foregoing, the City shall have the right to terminate and
6 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
7 Contractor subjects the City to liability, legal obligations or program operation obligations
8 beyond the obligation of City under the Prime Contract.

9 If this Contract is terminated prior to the expiration of the Term, Contractor
10 shall be reimbursed for all eligible program costs which have accrued but not been paid
11 through the effective date of termination. Contractor agrees to accept such amount, plus
12 all amounts previously paid, as full payment and satisfaction of all obligations of City to
13 Contractor.

14 Section 3. Contract Amount and Payment.

15 The total amount which shall be payable by City to Contractor for
16 Contractor's services during the Term shall not exceed One Hundred and Fifty Thousand
17 (\$150,000.00) ("Contract Amount").

18 The City shall, in due course, reimburse the Contractor for the actual,
19 reasonable and necessary costs and expenses incurred by Contractor in the
20 performance of this Contract which are authorized, approved and included in the Fee
21 Schedule and are in accordance with and pursuant to the Prime Contract, to the extent
22 that such Prime Contract is applicable to the Contractor's performance hereunder. Such
23 payments by the City shall be made only from funds received by City under the Prime
24 Contract and shall be payable only after the City receives said funds with which to make
25 such payments.

26 City may make advance payments to the Contractor only to the extent such
27 payments are authorized and permitted by the State. Such advance payments shall only
28 be made from funds which are received by the City from the State under the Prime

1 Contract for such disbursement to the Contractor and such payments shall be made in
2 accordance with said Prime Contract and pursuant to the Fee Schedule. In no event
3 shall the total of such advance payments exceed an amount equal to the average
4 budgeted expenses for one (1) month as set forth in the Fee Schedule. Contractor will
5 maintain a separate account number within its accounting system for funds received
6 hereunder as advance payments.

7 Payment to the Contractor shall be limited to the amounts specified in the
8 Fee Schedule for the categories, criteria and rates established in said attachment.
9 Contractor may, with the prior written approval of the City Manager of the City of Long
10 Beach ("City Manager"), or his designee, make adjustments within and among the
11 categories of expenditures in the Budget and modify the performance to be rendered
12 hereunder as provided in the Scope of Services; provided, however, that any such
13 adjustment in expenditures shall not result in an increase in the Amount. The agent or
14 representative of Contractor who signs as the maker of checks or drafts or in any manner
15 authorizes the disbursement of said funds or expenditure of same shall be covered by a
16 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an
17 amount set out in Section 11, paragraph E of this Contract.

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

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

27 All payments to Contractor by the City, including advance payments will be
28 based upon invoices and the necessary supporting documents which the State and the

1 City may require Contractor to submit. The expenditure of all funds shall be accounted
2 for promptly, and Contractor shall keep separate detailed accounts for each expenditure
3 for each component part of this project.

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

9 Section 4. Records.

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

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

20 Section 5. Financial Reports.

21 Contractor shall promptly distribute to the City Manager or his designee
22 copies of all correspondence including, but not limited to, financial, operational and
23 performance reports which Contractor submits to or receives from the State. Contractor
24 shall provide such other reports, documents or information as may be requested or
25 required by the City or the State within three (3) days of written request. Upon expiration
26 or earlier termination of this Contract, and within the time and in the manner prescribed
27 by the City the Contractor shall perform all necessary close-out procedures required by
28 the State and the City, including preparation of close-out reports and transmittal to the

1 City of all documents in the possession of Contractor which relate to the conduct of the
2 program and Contractor's services hereunder. Final payment to the Contractor under
3 this Contract will be paid only after the City has determined that Contractor has
4 satisfactorily completed said close-out procedures.

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

12 Section 6. Accounting Procedures.

13 On a monthly basis, commencing on the last day of month next succeeding
14 the Effective Date of this Contract, the Contractor will submit an invoice with supporting
15 documentation for payment based upon the cost categories in the Fee Schedule. These
16 invoices will be due within ten (10) working days after the end of each month Contractor
17 shall complete the monthly payment requests in the format required by the City.

18 The Contractor will establish separate account numbers within its
19 accounting system to account for the expenditures and revenues of this Contract. The
20 Contractor's accounting system will be in compliance with all applicable procedures and
21 Federal and State authorities having jurisdiction over this Contract, and shall be
22 consistent with the fiscal and accounting procedure set forth in this Contract. Without
23 limiting the generality of the foregoing, the Contractor shall adhere to the following fiscal
24 and accounting procedures:

- 25 A. Maintain a bank account and perform monthly bank reconciliations.
26 1. Deposit all receipts in the bank account promptly and intact. (Do not
27 pay any expense directly out of cash receipts).
28 2. Maintain bank validated copies for every deposit slip in chronological

1 order. Each deposit slip should include sufficient detail to explain the source of the funds
2 being deposited. (This may be done by recording the details on the deposit slip or by
3 attaching supporting documentation which may have been received with the receipts.)

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

6 B. Designate specific employees to perform each of the following
7 functions:

- 8 1. Receipt for goods and services provided to Contractor.
9 2. Approve the purchase of goods and services for Contractor.
10 3. Approve employee time sheets.
11 4. The designee for B.1 and B.2 above cannot be the same person.

12 C. Maintain documented support for every check written which should

13 include:

- 14 1. Original invoice from each vendor.
15 2. Indication by signature and date of an authorized employee that the
16 goods or services were received by the Contractor. This may be done on a separate
17 receiving report, a copy of a packing slip or on the invoice itself.

18 3. Indication that the goods or services were approved for purchase by
19 an authorized individual. This should be by signature and dated and should appear on
20 the invoice or on the purchase order or purchase requisition, if such is used by the
21 Contractor.

22 D. Maintain a copy of each invoice submitted to Grants Accounting with
23 copies of all supporting documents.

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

- 26 1. Bank statements and bank reconciliations.
27 2. Deposit slips and supports.
28 3. Checks and supports.

- 1 4. Time sheets or documentation to verify Contractor's labor costs.
2 5. Cash receipts and cash disbursement journals.
3 6. Requests for reimbursement and supports.
4 7. Financial statements.
5 F. Maintain and file all required tax and personnel reports with
6 appropriate agencies.
7 G. Contractor must adhere to all audit requirements as outlined in OMB
8 Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29 CFR
9 95.26 as applicable.

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

14 Section 7. Independent Contractor Status.

15 It is distinctly understood that in the performance of this Contract, the
16 Contractor shall at all times be considered a wholly independent contractor and that
17 Contractor's obligations to and authority from the City are solely as are prescribed by this
18 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
19 any manner represent that Contractor or any of its agents, volunteers, subscribers,
20 members, officers or employees are in any manner the officers, employees or agents of
21 the City or the Greater Long Beach Workforce Development Board (GLBWDB), an
22 unincorporated non-profit association. Contractor shall not have any authority to bind the
23 City or GLBWDB at any time or for any purpose. Contractor or any of Contractor's
24 officers, employees or agents shall not have any power or authority as agents or
25 employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges
26 or benefits of a City or GLBWDB employee.

27 Section 8. Assignment.

28 Contractor shall not delegate its duties or assign its rights hereunder, either

1 in whole or in part, without the prior written consent of the City.

2 Section 9. Indemnification and Hold Harmless.

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

13 Section 10. Insurance.

14 As a condition precedent to the effectiveness of this Contract, and at all
15 times during the term hereof, at its sole expense and in partial performance of the
16 obligations of indemnity assumed under Section 10 above, Contractor shall procure and
17 maintain the following types and amounts of insurance:

18 A. Comprehensive General Liability in an amount not less than One
19 Million Dollars (\$1,000,000) combined single limit for each occurrence or Two Million
20 Dollars (\$2,000,000) General Aggregate for bodily injury, personal injury and property
21 damage. The indemnified parties shall be covered as insureds as respects liability
22 arising out of activities performed by or on behalf of the Contractor and coverage shall be
23 in a form acceptable to the Risk Manager of the City ("Risk Manager").

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

27 C. Workers' Compensation as required by the Labor Code of the State
28 of California and Employers' Liability Insurance with limits of One Million Dollars

1 (\$1,000,000) per occurrence.

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

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

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

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

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

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

6 Section 11. Drug-free Workplace.

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

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

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

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

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

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

28 Payments due Contractor may be subject to suspension or termination for

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

5 Section 12. Non-Discrimination.

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

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

20 Section 13. Confidentiality.

21 Contractor shall keep confidential all financial, operations and performance
22 records relating to its performance of this Contract ("Data") and shall not disclose the
23 Data or use the Data directly or indirectly other than in the course of services provided
24 hereunder. The obligation of confidentiality shall continue following expiration or earlier
25 termination of this Contract. In addition, Contractor shall keep confidential all information,
26 whether written, oral, or visual, obtained by any means whatsoever in the course of
27 Contractor's performance hereunder for the same period of time. Contractor shall not
28 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of

1 others without first obtaining the prior written authorization and consent of the City.

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

7 Section 14. Breach of Confidentiality.

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

- 10 (a) Contractor demonstrates Contractor knew prior to the time City
11 disclosed it; or
12 (b) Is or becomes publicly available without breach of this Contract by
13 Contractor; or
14 (c) A third party who has a right to disclose such information does so to
15 Contractor without restrictions on further disclosure; or
16 (d) Must be disclosed pursuant to subpoena, court order, state or federal
17 WIA rules and regulations, federal Department of Labor rules and regulations, or the
18 rules and regulations of any other governmental agency having jurisdiction over WIA
19 administration.

20 Section 15. 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 affected
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 Contractor's

1 address for service of any such notices shall be Los Angeles Harbor College, 1111
2 Figueroa Place, Wilmington, CA 90744-2397, Attention: Elizabeth Negrete; Telephone
3 No. (310) 233-4329; email address: Negrete@lahc.edu.

4 Section 16. 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 17. Corporate Status.

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

12 Section 18. Entire Agreement.

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

19 Section 19. Captions and Organization.

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

24 Section 20. Tax Identification Number.

25 Contractor's Tax Identification Number is [REDACTED]

26 Section 21. Authorization to Execute.

27 Contractor warrants and affirms to City that any and all persons signing this
28 Contract are authorized and empowered to so sign and that the execution of this Contract

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

1 by such person or persons does bind Contractor to all terms, covenants and conditions of
2 this Contract.

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

LOS ANGELES COMMUNITY COLLEGE
DISTRICT HARBOR COLLEGE

6
7
8 Dated: _____, 2007

By *[Signature]*
Title V.P. EXECUTIVE WORKFORCE ED.

9
10
11 Dated: _____, 2007

By *[Signature]*
Title President
"Contractor"

CITY OF LONG BEACH, a municipal
corporation

12
13
14
15
16
17
18 Dated: 7-6, 2007

By *Christine J. Shippy* ASSISTANT
City Manager

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

19
20 The foregoing Contract is hereby approved as to form this 21 day of
21 June, 2007.

ROBERT E. SHANNON, City Attorney

22
23
24 By *[Signature]*
Deputy

EXHIBIT A

SUBCONTRACTOR FOR PETRO CHEMICAL CAREER PATHWAYS
PROGRAM ACTIVITIES / SERVICES

THIS SUBCONTRACT is made and entered into this 1st day of May 2006, by and between the South Bay Center for Counseling (hereafter "CONTRACTOR") located at 360 North Sepulveda #2075, El Segundo, CA 90245 and The City of Long Beach Workforce Development Bureau located at 3447 Atlantic Ave., Long Beach Blvd., Long Beach, CA 90807

WHEREAS, CONTRACTOR has entered into an Agreement for Petro Chemical Career Pathways (PCCP) Program activities/services (hereafter "Prime Contract") with the State of California Employment Development Department, (hereafter "STATE") and

WHEREAS, in order to fulfill its obligations to STATE under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide PCCP Program activities/services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provisions of this Subcontract, this Agreement is a Subcontract under the terms of the Prime Contract with STATE and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the STATE.

1.1 The CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

2.0 TERMS OF SUBCONTRACT

The terms of this Subcontract shall commence on May 1, 2006 and shall expire on 12/31/2007 terminated earlier pursuant to any conditions for termination in the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ 70,000 for the term of this Subcontract to provide the activities/services in Section 3.3 of this Subcontract for the following:

May 1, 2006 – December 21, 2007

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for activities/services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within thirty (30) days of receipt and approval of monthly invoice.

3.3 The SUBCONTRACTOR shall provide the following activities/services:

Activities/Services:

Provide core, intensive and training services to Adult and Dislocated Workers.

3.4 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the term of this Subcontract.

3.5 CONTRACTOR shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any compensation or costs related to this Subcontract.

4.0 THIRD PARTY BENEFICIARY

4.1 CONTRACTOR and SUBCONTRACTOR understand and agree that this Subcontract is entered into for the benefit of STATE, and that STATE is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this subcontract, the STATE does not intend for Subcontractor to acquire any rights as a third party beneficiary of prime contract.

5.0 INSURANCE

Except for city and county governmental entities, SUBCONTRACTORS must provide the CONTRACTOR evidence of the coverage specified A, B, and C. The evidence of coverage shall include the registration number of the subcontract agreement for identification purposes.

A Liability: Such insurance shall be endorsed naming CONTRACTOR and STATE, as an additional insured and shall include:

1. Subcontractor will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
2. Subcontractor will provide broad form automobile liability coverage with limits as set forth in (1) above, which applies to both

owned/leased and non-owned automobiles used by the Subcontractor or its agents in performance of this subcontract agreement, or , in the event that the Subcontractor will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subcontract agreement, Subcontractor self-certification of automobile insurance coverage.

- B. Workers' Compensation: Insurance which complies with provisions of the Labor Code of the State of California, covering all employees of the Subcontractor and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee". (Section 3350, et seq. of the California Labor Code) for Worker's compensation.
- C. Fidelity Bond: SUBCONTRACTOR will obtain a fidelity bond in an amount of not less than fifty thousand dollars (\$ 50,000) prior to the receipt of funds under this agreement. If the bond is canceled or reduced, SUBCONTRACTOR will immediately so notify the CONTRACTOR. In the event the bond is canceled or revised, the SUBCONTRACTOR will make no further disbursements until it is assured that adequate coverage has been obtained.
- D. CONTRACTOR and State of California, Employment Development Dept., will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in A.1 and A.2 above must contain the following clauses.
1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subcontractor to:

Mary Hammer
So Bay Center for Counseling
360 N. Sepulveda Blvd. #2075
El Segundo, Ca 90245
 2. Contractor and State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subcontract agreement are concerned.
 3. Contractor and State of California is not responsible for payment of premiums or assessments on this policy.
- E. RESOLUTION A county, city, district or other local public body must provide the Contractor with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subcontract agreement. Preferably resolutions should authorize a designated position rather than a named individual.

F. FUNDING

It is mutually understood between the parties that this subcontract agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subcontract agreement was executed after that determination was made.

This subcontract agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subcontract agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subcontract agreement for the purposes of this program. In addition, this subcontract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subcontract agreement in any matter.

- a) . At the expiration of the terms of this subcontract agreement or upon termination prior to the expiration of this subcontract agreement, funds not obligated for the purpose of this subcontract agreement will be immediately remitted to the Subcontractor, and no longer available to the Subcontractor.
- b) . The Contractor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subcontractor is given prompt notice and the opportunity for an informal review of the Contractor's decision. The Executive Director of his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subcontractee or a Subcontractor of the Subcontractee to comply with the provisions of this subcontract agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

G. Notwithstanding any other provisions of this Agreement, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Agreement and CONTRACTOR may immediately terminate or suspend this Agreement as a result thereof.

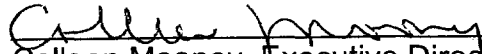
The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

Name of Agency

SOUTH BAY CENTER FOR COUNSELING

Authorized Signature



Colleen Mooney, Executive Director

SUBCONTRACTOR:

Name of Agency

The City of Long Beach Workforce
Development Bureau

Authorized Signature


Gerald R. Miller 1-10-07
City Manager

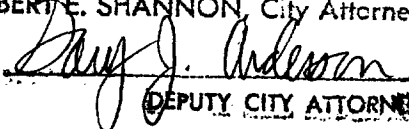
Tax Identification Number



APPROVED AS TO FORM

December 26, 2006

ROBERT E. SHANNON, City Attorney

BY 
DEPUTY CITY ATTORNEY

**South Bay Center for Counseling
Energy Pathway Program
Statement of Work**

Please complete the following Statement of Work including objectives, activities and timeline.

Fiscal Year:	May 1, 2006 – December 31, 2007
Agency Name:	City of Long Beach, Workforce Development Bureau

Objectives (please include program objectives for the term of the subcontract)

To provide services in support of the Energy Pathway Program, including opportunities for program participants to access services and programs offered through the City of Long Beach Career Transition Center and Youth Opportunity Center.

Activities (list program services/activities including estimated number of clients served)

The City of Long Beach Workforce Development Bureau (CLBWDB) will serve 34 Energy Pathway Program participants, of which 25 may be co-enrolled in other WIA and/or non-WIA grants administered by the CLBWDB.

CLBWDB will provide the following services (as deemed appropriate):

- Outreach, recruitment and orientation of potential program participants
- Customer suitability, eligibility determination and initial assessment of skill levels, aptitudes, abilities and need for supportive services
- Customer referrals to One-Stop partners, including community-based programs and services, as needed
- Case management services, development of Individual Employment Plans/Service Strategies, and follow-up/retention services
- Completion and submission of required MIS/JTA paperwork
- Submission of required information and reports as requested by South Bay Center for Counseling
- Attendance at program partner meetings and training sessions

Timeline (monthly breakdown of program services/activities)

The City of Long Beach Workforce Development Bureau will provide services outlined above in conjunction with time lines designated by the South Bay Center for Counseling. This would include time lines related to outreach and recruitment, classroom training and internship start dates, reporting submission requirements, and other program services and activities.

**Project Budget Plan
Single Fund Source and Cash Match**

Subgrantee: City of Long Beach, Workforce Development Bureau Subgrant Num. R659710
 Project Term: Begin Date 5/1/2006 End Date 12/31/2007 Project Num. 2482
 Initial Plan Modification Mod Number: New

Budget Detail	Planned Budget		
	(A) Requested Funds WIA 15 Percent	(B) Other Resources Non-WIA Cash Match	(C) Total
A. Staff Salaries	\$36,355.00		\$36,355.00
B. Number of full-time equivalents: 41			
C. Staff Benefits	\$17,450.00		\$17,450.00
D. Staff Benefit Rate (percent) 48%			
E. Staff Travel	\$600.00		\$600.00
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$4,832.00		\$4,832.00
G. Furniture and Equipment			
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)	\$0.00		\$0.00
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form	\$0.00		\$0.00
3. Lease	\$0.00		\$0.00
H. Consumable Testing and Instructional Materials	\$600.00		\$600.00
I. Tuition Payments/Vouchers	\$0.00		\$0.00
J. On-the-Job Training	\$0.00		\$0.00
K. Participant Wages and Fringe Benefits	\$0.00		\$0.00
L. Participant Support Services	\$3,800.00		\$3,800.00
M. Job Retention Services	\$0.00		\$0.00
N. Contractual Services (Complete Supplemental Budget Form)	\$0.00		\$0.00
O. Indirect Costs*(complete items 1 and 2 below)			\$0.00

**Project Budget Plan
Single Fund Source and Cash Match**

P. Other (describe): 10% City Admin. (Bureau Overhead)	\$6,363.00	\$6,363.00
Q. Total Funding	\$70,000.00	\$70,000.00

***Indirect Costs**

1. Indirect Cost Rate (percent)		
2. Name of Cognizant Agency:		

EXHIBIT A

Revised - *AKS*
 CSC
 Dist. WIA
4606

WIA SUBGRANT AGREEMENT

SOUTH BAY CTR FOR COUNSELING

REGISTRATION NO: R659710
 MODIFICATION NO: NEW

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

SUBGRANTEE: SOUTH BAY CTR FOR COUNSELING
 360 N. SEPULVEDA BLVD. #2075
 EL SEGUNDO, CA 90245
 GOVERNMENTAL ENTITY: NO

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the SOUTH BAY CTR FOR COUNSELING, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA 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 |
| General Provisions and standards of Conduct | Exhibit BB, pages 1 through 13 |
| Title I-A (TITLE I 15% ADULT SPEC PR) | Exhibit NN, pages 1 through 1 |
| Growth Industries 15% SFP: | |
| Project Narrative | Exhibit CC pages 1 - 16 |
| Adult Participant Plan | Exhibit DD pages 1 - 2 |
| Expenditure Plan | Exhibit FF pages 1 - 1 |
| Line Item Budget | Exhibit GG pages 1 - 1 |
| Equipment Budget | Exhibit HH pages 1 - 1 |
| Target Group Planning Chart | Exhibit JJ pages 1 - 1 |
| Project Work Plan | Exhibit KK pages 1 - 1 |
| Partner Roles and Responsibilities | Exhibit LL pages 1 - 1 |

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$600,000.00
	TOTAL:	\$600,000.00

TERMS OF AGREEMENT: From 01/01/2006 to 12/31/2007 Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate a WIA 15% Special Projects 'Growth Industries' subgrant for by incorporating \$600,000 into grant code 785 to run through December 31, 2007.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) <i>[Signature]</i>	APPROVED FOR SUBGRANTEE (By Signature) <i>[Signature]</i>
Name and Title BILL BURKE ASSISTANT DEPUTY DIRECTOR WORKFORCE SERVICES BRANCH	Name and Title Colleen Mooney Executive Director
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein: <i>[Signature]</i> Signature of EDD Accounting Officer	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: <i>[Signature]</i> Signature of EDD Contract Officer

WIA SUBGRANT AGREEMENT
 FUNDING DETAIL SHEET

SUBGRANTEE NAME: SOUTH BAY CTR FOR COUNSELING

SUBGRANT NO: R659710
 MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
98276 TITLE I 15% ADULT SPEC PR (785) LA PETRO CHEMICAL : 01/01/2006 to 12/31/2007 Prog/Element 61/ 40 Ref 001 Fed Catlg 417258	\$0.00	\$600,000.00	\$0.00	\$600,000.00
TOTAL TITLE I-A	\$0.00	\$600,000.00	\$0.00	\$600,000.00
GRAND TOTAL:	\$0.00	\$600,000.00	\$0.00	\$600,000.00

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.

1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). The provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- c). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.
- d). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA. Subgrantee agrees to conform to the provisions of the WIA and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i) (1-13).

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subgrantee's.

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq.
- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). The Subgrantee agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- g). The Subgrantee agrees to comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- h). The Subgrantee agrees to comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- i). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;

- any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
- (3). Every employee who works on this subgrant agreement will:
- receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- j). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subgrantee recognizes and acknowledges:
- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- k). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
- (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- 1). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
- (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

m). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

n). Sweatfree Code of Conduct:

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

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

p). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188. In addition:
 - (a). During the performance of this subgrant agreement, Subgrantee and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and Section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant agreement or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
 - (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

q). Indemnification:

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

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

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

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this

agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrants agreements/contracts if the department determines that any of the following has occurred:

- (1) false information on the certifications, or
- (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Standards of Conduct

The following standards apply to all Subgrantees.

- a). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

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

- a). Subgrantee will obtain a fidelity bond in an amount of not less than \$200,000, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
WIA - Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
 - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 - (3). The State of California is not responsible for payment of premiums or assessments on this policy.

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a

reimbursement process.

- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantees' name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

11. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination, in whole or in part, for convenience. The Subgrantee will give a ninety- (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA regulations or implementing state legislation and corrective action has not been taken.
 - (1). All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Subgrantee will be addressed to:

Colleen Mooney
So. Bay Center for Counseling
360 N. Sepulveda Blvd. #2075
El Segundo, Ca 90245

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Investment Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.
- c). The Subgrantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

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

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the

Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.

- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that:
(i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

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

f). Third-Party Intellectual Property

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

these terms is unattainable, and Subgrantor determines that the Intellectual Property should be included in or is required for Subgrantee's performance of this subgrant agreement, Subgrantee shall obtain a license under terms acceptable to Subgrantor.

g). Warranties

(1). Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subgrantee.
- (c). Neither Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Subgrantor in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this

subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- c). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

Additional Confidentiality Requirements

Additional requirements for subcontractor providing resume-distribution services to One-Stop clients:

- f). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.

- g). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Elizabeth J. Clingman
Title: Section Manager
Address: P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Kevin Hicklin
Title: Program Coordinator
Telephone: (310) 414-2090
Fax: (310) 414-2096

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Colleen Mooney

WIA PROJECT NARRATIVE

Subgrantee: <u>South Bay Center for Counseling</u>	Subgrant number: <u>R659710</u>
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number: <u>new</u>	Project Number: <u>2482</u>

I. Funding Category:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Growth Industries | <input type="checkbox"/> Industries with Statewide Need |
| <input type="checkbox"/> Removing Barriers | <input type="checkbox"/> Veterans |
| <input type="checkbox"/> Other: | |

II. Narrative:

Section I - Statement of Need

1. *Describe the geographical area the project will target and the economic and workforce conditions in the area.*

The Los Angeles Petrochemical Career Pathway Initiative (the Initiative) will target the South Bay Area of Los Angeles County with a specific focus on Service Planning Area 8. The Los Angeles County Service Planning Areas (SPAs) are geographic areas of LA County created by the Los Angeles County Board of Supervisors for coordinated service delivery. Los Angeles County Service Planning Area 8 – South Bay/Harbor – is a mosaic of communities, ports and incorporated municipalities, including the corridor that links the City of Los Angeles to all major ports of entry for all international trade. The South Bay Family Support Collaborative currently serves multiple communities in the SPA 8 of Los Angeles County. Served cities and areas include: Carson, El Segundo, Gardena, Harbor Gateway, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lennox, Lomita, Long Beach, Manhattan Beach, Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills Estates, Rolling Hills, San Pedro, Torrance, Wilmington and several unincorporated areas of LA County.

Service Planning Area (SPA) 8 of Los Angeles County has a population of 1.5 million with over half of the residents being adults between the ages of 25 and 64. Children, 0 to 17, represent 26% of the population in the SPA 8. Statistics on SPA 8's households reveal that 25% are single female-lead households. SPA 8 has the second highest rate of single parent families within the County and the largest population of single parent families in the County. The ethnic breakdown is 36% African American, 32% Latino, 20% Caucasian, 8% Asian/Pacific Islander, 1% Native American and 3% other. Approximately 18% of SPA 8's population and 25% of its children, live below the poverty line. In fact, SPA 8 has the fourth highest poverty rate in LA County. Of this high-risk group, 39% are children, and 55% are adults between the ages of 18 and 64. Within our service area (adult education data) 26% of the adults over age 25 have not graduated from high school, 13% never went beyond 8th grade and 47% never attended college. Furthermore, according to the most recent unemployment data, SPA 8 has a rate of 7.5%, which is considerably higher than the national or state average.

2. *Describe the growth industry sector(s) and/or cluster(s) the proposed project will target. Using Labor Market Information (LMI) data, describe how the targeted industry will play a major role in the growth and stability of your local economy. Provide supporting data and source information.*

The Initiative will target the energy and refining sector in the Los Angeles Basin, as well as related

chemical manufacturing. Energy is recognized by the US Department of Labor as one of 13 high growth industry sectors. The sector plays a major role in the economy of South Bay communities with over 5,000 jobs in area refineries and chemical plants. The area includes virtually all of the 4,600 petroleum refining industry jobs in Los Angeles County identified in the August, 2005 LMI survey of industry employment.

A survey of key employers includes the following:

- British Petroleum (1,100 employees)
- Chevron (1,000 employees)
- Exxon Mobil (800 employees)
- Conoco Phillips (600 employees)
- Shell Oil (475 employees)
- Valero (450 employees)
- Dow Chemical (110 employees)

A second area of need is the chemical industry, the fourth largest manufacturing industry as identified by the Department of Labor. The Initiative will also target a portion of the region's 22,500 jobs in chemical manufacturing identified for Los Angeles County in the August, 2005 LMI report.

Entry-level wages for jobs targeted by the Initiative are among the highest in the region for manufacturing jobs. Entry-level process technician positions pay \$22-23/per hour compared to SMSA overall average wage of \$8.57/hr. Average yearly wages for this position as reported by one employer, Conoco-Phillips, (reflecting last year's payroll) are \$ 98,000. While industry growth is relatively steady, the industry's aging workforce suggests a high need for replacement workers. The target position of process technicians and operators represents 40-60% of overall refinery employment among energy employers contacted for participation in this initiative. A recent American Petroleum Institute (API) survey of workforce challenges in the industry (May, 2005) shows an average age of 45 for this position with 25% of the current workforce eligible to retire within the next three years. Partner employers all expect to hire at least 10-15 process operators per year for the next few years. One partner employer, Conoco-Phillips, estimates it will need to replace 50% of its local process technician and operator workforce in the next five years. The aging workforce---and the consequent need for a large number of replacement workers---was rated as the number one industry concern in the API survey.

3. *Describe the needs of the growth industry that will be addressed by the project. Explain why the need cannot be addressed with existing resources through the local or regional service delivery infrastructure. Provide supporting data with sources.*

The Initiative will address the need of the energy industry to replace the aging process technician and operator workforce, as well as to develop a younger and more diverse pool of workers. Through providing a diverse group of older youth, disadvantaged adults and dislocated workers with industry-standard customized training, the Initiative will address key challenges cited by area employers and reflected nationally in the May, 2005 report released by the American Petroleum Institute. These needs, echoed by industry representatives from Chevron, Conoco, Shell, and BP at meetings in Los Angeles and the Bay Area include four key challenges:

- 1) Difficulty in recruiting skilled workers: Although high wages attract many job applicants, limited numbers have the set of skills and experience required by industry such as 10th grade reading and math, applied science, and industry-specific knowledge and competencies. One hiring manager interviewed, for example, noted he needed to screen 600 applicants to find 20 potential hires.
- 2) Difficulty in attracting a diverse workforce: Hiring managers note difficulty in attracting women to what has been a traditionally male environment. Particular challenges cited include lack of

- knowledge of opportunities available and perceptions of a hospitable workplace environment, as well as specific skill needs and the need to work in shifts. Some managers also cite difficulty in attracting minority applicants.
- 3) Difficulty in attracting young people: Despite high wages and strong career opportunities, energy is seldom seen as a career pathway by young people. As noted in the San Francisco Chronicle (June 19, 2005) there is little awareness among young people (and their parents) of petrochemical sector job opportunities and wages. Overshadowed, in California, by newer sectors such as bio-technology, information technology, entertainment and communications; petrochemical—and manufacturing in general—is often viewed as a “blue collar” job, offering little in terms of salary and career advancement. Currently there are few programs to introduce or prepare young people for the opportunities open to them in this sector.
- 4) Lack of education and training capacity: Underlying the other challenges cited is the lack of current capacity at California community colleges to educate and train workers in the process technician and craft career pathways sought by industry. Where states such as Texas and Louisiana have established a broad network of community college and four year programs driven by energy industry needs, California is only taking the first steps in this direction. The state's only program in process technology training drawing on the industry-approved Center for Advanced Process Technology (CAPT) curriculum, for example, was implemented just this year. While a noteworthy start, this program, if 100% successful, will meet less than 10% of projected statewide demand over the next two years.

Meeting the challenges cited by industry appears beyond the current capacity of the existing service delivery infrastructure. To meet all the challenges cited by industry HR staff requires a comprehensive programmatic approach that includes:

- * Development of a broad-based recruiting and outreach effort to reach and attract youth, minorities and women to newly established training programs;
- * Comprehensive industry-customized screening and assessment;
- * Development of an industry-driven training model based on the industry standard Center for the Advancement of Process Technology (CAPT) curriculum, local employer need, and key foundational skills in math, chemistry, literacy, and lab competencies. This basic model, including 400-500 hours of training, is now in place at 40 community colleges nationwide, and viewed by industry as a critical credential for entry-level employment;
- * Development of an on-the-job training component to provide young people and others new to the industry with needed work experience.

Development of a career pathway including these elements is beyond the scope of any one system-- workforce agencies, post-secondary institutions or social service agencies-- acting alone. While the workforce system could support some of the key program elements, creation of a fully funded program including all these elements will cost almost \$9,000 per participant at a time when the workforce system in the Los Angeles area typically limits per capita training costs to \$4,000 per person or less. Similarly, the community college system can develop, over time, a state supported course that will provide needed instruction, but that will not include needed outreach, recruitment and paid work experience. The social service system, represented by community agencies, can also provide some-- but not nearly all-- needed services.

At the same time, a successful pilot program in process technology training with placements at \$ 50K + for participants will encourage system collaboration among workforce, post-secondary and social service agencies and attract additional resources in future years. Particularly significant is the likely commitment of state post-secondary resources to support ongoing instruction, the largest single component of program cost. As noted below, Initiative partner Harbor College has already agreed to seek community college system apportionment funding for the process technician program following a

successful pilot experience. Employing state apportionment funding for community college training in future years will by itself reduce program costs by over 25%.

Section II - Target Group

1. Describe the characteristics of the target population that will be served by this project including barriers and basic and occupational skill needs. Explain how the target group was identified. Complete and attach the Target Group Planning Chart (Exhibit JJ). In Section A specifically identify the types and number of individuals that will be served such as incumbent workers, new job entrants, youth, adult, etc.

The Initiative will target adults who are skilled dislocated workers; disadvantaged adults living in communities near the refineries, including particularly welfare recipients; and older youth living in communities near the refineries. The target groups were identified to meet three goals designed to benefit both industry and area residents: first, to provide training and employment opportunities to residents of communities most impacted by area refineries; second to retrain the existing skilled dislocated workforce for high wage replacement positions, and third, to create opportunities in the energy industry for a younger and more diverse workforce. Each target group will have distinct barriers and skill needs:

- 1) Skilled dislocated workers. This target group will bring prior work experience and motivation, but lack industry specific skills in areas including systems, safety, and operations. Skilled dislocated workers may also lack foundational skills in areas such as chemistry, applied math, and lab skills.
- 2) Disadvantaged adults, with a particular focus on STEP participants and welfare mothers. This target group will present multiple challenges and barriers including:
 - Lack of knowledge about industry opportunities and a perception that target positions are closed or inhospitable to women;
 - Lack of the basic literacy, math, and computer skills needed to succeed in a community college level skills training;
 - Lack of industry specific and foundational skills;
 - Lack of needed social support to succeed in a demanding training program including counseling, child care, case management, and financial support.
 - Lack of work experience
- 3) Older youth. Older youth will share many of the barriers and obstacles identified for disadvantaged adults. Again, there will be a need for extensive counseling, skills building and social support to ensure program success. Many disadvantaged youth and adults, who can potentially be successful as process technicians, will also likely suffer from learning disabilities.

2. Explain how the target population will be able to transition to the growth industry identified for this proposal.

The Initiative has created a career pathway designed, in close collaboration with industry, to prepare participants to meet industry standards and to provide a direct transition to industry sponsored paid try-out employment positions and full-time employment. The model is based on the Bay Area Bio-Tech initiative in Northern California which has shown an 80% placement rate with the similarly structured career pathway to bio-manufacturing technician positions. As described in further detail below, the pathway includes components designed to address each barrier described above.

* To address outreach and recruitment issues, the Initiative will use the regional Family Support Collaborative network, comprised of 10 community organizations, area One-Stops, community colleges and other agencies to disseminate information about industry opportunities and recruit potential participants;

- * To address basic skills needs, the Initiative will create an intensive, college-credited Bridge program with emphasis on English, math and computer skills. The two Bridge classes will be particularly targeted to disadvantaged adults and older youth. This model of a focused learning community has proved effective in colleges throughout California in raising skill levels for low skilled individuals.
- * To address the need for industry-driven skills training, the Initiative will create a 400-500 hour community-college credited program that will combine industry-defined skills and competencies with key foundational and applied skills;
- * To address the need for relevant work experience, the Initiative will create a three month paid try-out employment component with placements at Conoco, Valero, and other companies.;
- * To address the need for social support and counseling, the Initiative will fund a counselor to work directly with each Bridge class to assist participants with academic and social needs and to work closely with WIA case managers to meet other social service needs;
- * To address the need for financial support, each participant will be enrolled in community college and receive federal and state financial aid estimated at up to \$6,000 for eligible applicants. The Initiative will also assist participants in finding part-time jobs as appropriate.

Recognizing that a significant portion of a potential target population may have learning disabilities, the Initiative will provide specific training to outreach and counseling staff in recognizing and counseling participants to promote success in Bridge classes.

Section III - Planned Approach

1. *Identify the outreach and recruitment methods that will be used to contact and recruit participants.*

Outreach and recruitment has its base in the South Bay Center for Counseling Family Support Collaborative, a community network of 17 organizations including six Los Angeles County Family Preservation Networks and four child care resource and referral agencies, as well as two One-Stop Centers and two community colleges. This Collaborative has been in place for nine years, with a successful history of providing a range of services to welfare recipients and other community residents. The Initiative will develop written outreach material to be disseminated through the Family Support Collaborative, and train counselors at each participating organization to conduct initial outreach and referral of interested individuals. Through employing this established network of providers, the Initiative will be able to inform a population of welfare recipients, older youth and other community residents that is often beyond the reach of One-Stop Centers. Dislocated workers will be recruited through partner One-Stops working with rapid response and other programs. Interested applicants will be referred to the two partner One-Stop Centers, Beach Cities One-Stop and the City of Long Beach Youth Opportunity Center and adult program, for formal group recruitment and orientation sessions to be conducted by the SBCC coordinator in conjunction with representatives of local industry.

2. *Describe the service process that will be used to achieve the planned goals and objectives and include a service process flowchart. Describe the specific types of services and training that will enable participants to attain, retain or advance in the targeted growth industry. Identify who will be providing the services/training.*

The Initiative will put in place a five stage process to provide all the skills, competencies and training necessary to meet entry-level industry standards and transition participants to paid-try-out employment slots and full-time employment. These include:

Stage 1: Assessment and screening: Applicants identified through the outreach and recruitment process (see above) will be screened and assessed by two partner One-Stops--the Beach Cities One-Stop and the City of Long Beach Youth Opportunity Center and adult program. Initial screening

will include assessment tests and an interview. Assessment will screen for literacy and math skills (at least 7th/8th grade), motivation, and program readiness.

Stage 2: Bridge programs: Applicants testing at 7th/8th grade skills level will enter an intensive 200-250 hour Bridge preparation program conducted by Harbor College. Two four month Bridge classes conducted for 12 college credits will provide an orientation to industry, as well as English, math and computer skills. Classes will be offered as a learning community with cohorts of 20 students each. In addition to the college instructor, an in/class counselor/tutor will provide individualized academic assistance, counseling and problem-solving. The counselor will work with the WIA case manager on social support issues. Based on successful program models at Skyline College and elsewhere, the goal of the 20/hr week program will be to raise participant skill levels to the 10th/11th grade level required for Phase 3 skills training

Stage 3: Process Technician Training: Harbor College will conduct two process technician training programs designed to prepare students for industry entry standards. Pre-requisites are 10th grade reading and math skills and motivation to succeed. Each program will include applied training in chemistry, math, and lab skills as well as industry specific training in systems, equipment, safety, instrumentation, operations, quality and hazardous materials. Training will draw on nationally developed industry specific standards based on the Center for the Advancement of Process Technology (CAPT) model (see below) as well as needs defined by partner employers Exxon-Mobil, Conoco and Valero. The 400-500-hour six-seven month program will be offered in Spring 2006 (primarily to skilled dislocated workers) and Spring, 2007 (primarily to Bridge program graduates). The program will provide up to 30 college credits.

Stage 4: Paid try-out employment: Partner employers including Conoco-Phillips, and Valero and others to be identified will provide paid try-out employment positions for process technician program graduates. Participants in the three month program will receive on-the-job training provided by company supervisors and receive a training wage. At least 50% of wages will be subsidized by partner employers. The South Bay Center for Counseling will assist in management of the paid work experience component, providing counseling to applicants and problem-solving assistance to company supervisors.

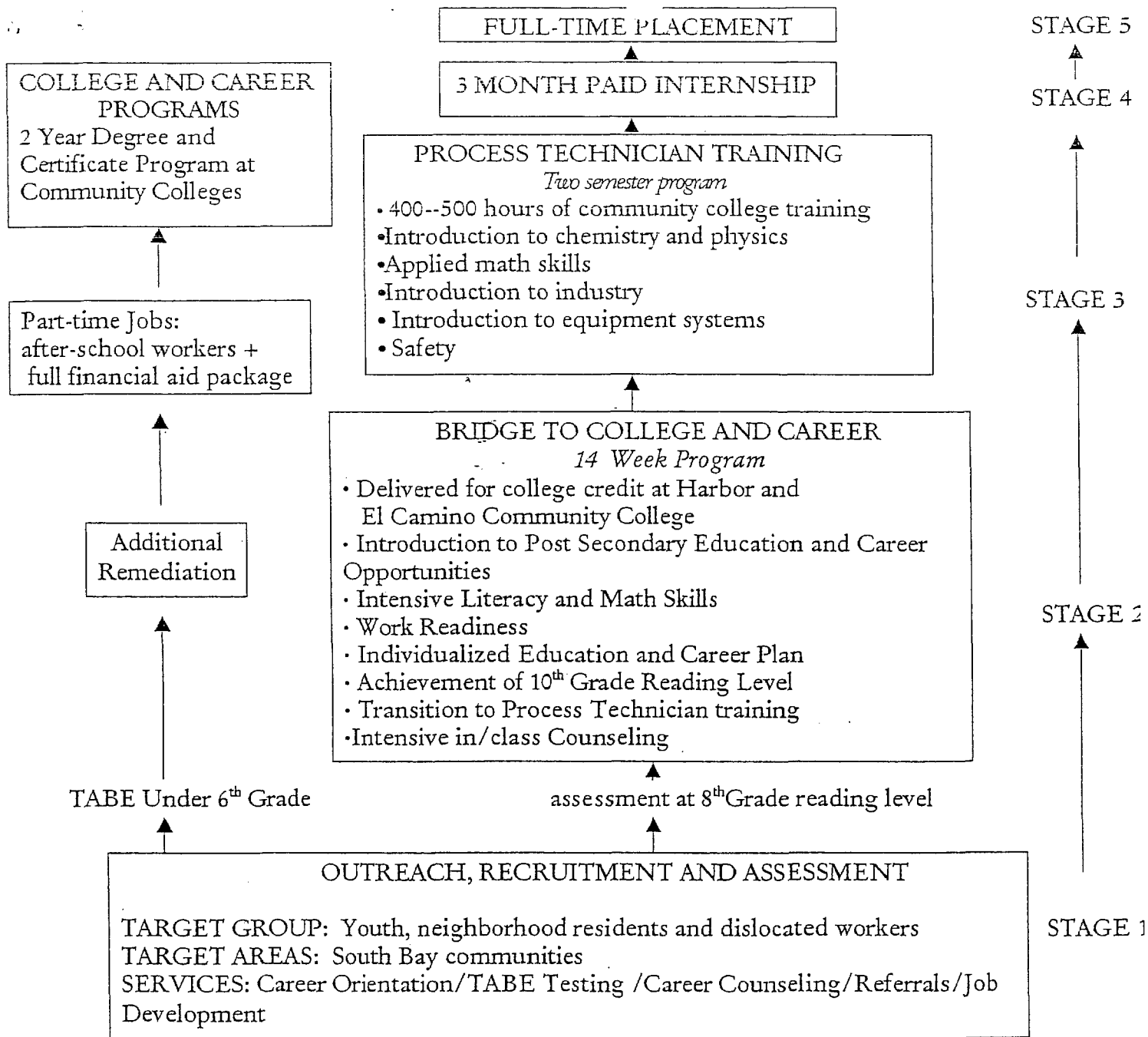
Stage 5: Placement: Partner employers will hire qualified graduates of paid try-out employment programs or may hire qualified graduates following process technician class graduation (as Exxon-Mobil plans). Entry-level employment wages will average approximately \$22/hr with advancement to \$30 plus per hour over the next 30 months. SBCC and partner One-Stops will provide continuing retention assistance following unsubsidized employment.

Financial support: All participants will be enrolled as college students throughout the training and receive assistance in obtaining financial aid. For eligible applicants, total financial aid cash support is estimated at \$4,200-\$6,000 per year. In addition, Initiative partners will seek to develop part-time job opportunities for trainees as needed.

Counseling: All participants will receive continuing counseling and case management throughout the program from SBCC counselors and WIA case managers. Disadvantaged youth and adults will receive intensive counseling through in/class counselors who will follow students through the Bridge and all subsequent training components. All participants in unsubsidized employment will receive retention services from WIA case managers. In addition, participants will have access to mental health counseling and affordable childcare through the Family Support Collaborative.

Drop-outs: Some participants will leave the program due to failure to meet course standards, lack of motivation, or family or social support issues. All participants will receive counseling from SBCC and One-Stop counselors upon exiting. As all exiting students will already be enrolled in college, SBCC counselors will encourage exiting participants to continue in a post-secondary education or training program at Harbor College, and work with participants to develop an Individual Education Plan.

THE LOS ANGELES PETROCHEMICAL CAREER PATHWAY



3. Provide the range of wages you expect individuals to receive in the targeted growth industry and using LMI data describe why these wages are considered high wages for your area.

As above, targeted employers offer entry-level wages of \$22-23 per hour with advancement to \$30 per hour within three years. Average yearly wages for this position vary due to overtime and other factors. The most recent data available from one partner, Conoco-Phillips, shows an average yearly wage for process technicians of \$ 98,000 per year. By comparison, 2000 census data shows median family income of approximately \$36,000 for Los Angeles City, and \$40,000 for Long Beach. It is also notable that entry-level wages in this field are 50% higher than average manufacturing wages for Los Angeles County, identified as \$15.77 hour the January, 2005 LMI survey, and as much as three times the average entry level wage of \$17,816 reported in the first quarter of this year in the LMI data base.

4. Describe the worker occupational skill sets needed by the targeted high growth industry, and provide information on how they were determined. Include information on why these skill sets are considered high skills for your area. Describe how your service plan mix will meet the needs of the growth industry.

The petrochemical industry is seeking a combination of skills including high basic skill levels (11th/12th grade) in literacy, numeracy, and computer skills; mechanical aptitude, and, most importantly, mastery of an industry-driven curriculum of job specific skill sets and fundamental knowledge in areas such as chemistry and applied math. In collaboration with the American Petroleum Institute and the American Chemical Institute, the Center for the Advancement of Process Technology has developed a core curriculum addressing industry identified skill standards combined with needed preparatory courses in chemistry, applied math and lab techniques. The 8 core competency areas in the curriculum include:

- Introduction to Process Technology
- Process Technology I - Equipment
- Process Instrumentation
- Process Technology II - Systems
- Safety, Health and Environment
- Process Technology III - Operations
- Quality
- Process Troubleshooting

This curriculum has served as the base for industry-community college partnerships throughout the country and has been endorsed by employers including Shell, Chevron, Conoco-Phillips, Dow Chemical, Valero Refining, Chevron-Texaco, Dupont and many others. Although now implemented at 40+ post-secondary institutions throughout the country, there are few examples of an industry-driven curriculum built on the CAPT identified competencies in Los Angeles or elsewhere in the state.. In the Los Angeles area, and California as a whole, there is only one institution, LA Trade Tech, currently offering a course drawing on the full range of these competencies. The program just began this year and will serve less than 10% of annual industry need. Industry identified thresholds for process technicians are high, incorporating a combination of community college level basic skills, mastery of a 30 credit curriculum, some work experience and workplace skills. National and regional experience suggests that a high proportion of community college students---as much as 30-50%--- lack even the basic threshold skills to succeed in this training.

The service plan mix is designed to meet all the competencies identified by industry:

- * To meet industry needs for high basic skills, the Initiative will screen all applicants for community college level reading and math skills, as well as motivation and mechanical skills.. Only participants testing at the 10th grade level and above will be placed in the process technician training course. Motivated participants with moderate skill levels (7th/8th grade) will be enrolled in a Bridge program

- designed to raise literacy and math levels through an intensive learning community approach delivered over a 16 week period. Similar programs in Northern California have resulted in a significant increase in skill levels. Bridge graduates achieving the 10th grade standard will then enter the second process tech class.
- * To meet industry needs for skills specific training, as well as education in fundamental skills in chemistry and applied math, participants will complete a 400-500 hour college credited course delivered for up to 30 college credits over seven to eight months. The curriculum will include the eight core competencies identified by the industry in in process technology, instrumentation, systems, equipment, operations, quality, safety and troubleshooting, as well as fundamental chemistry, math, and lab courses. Some training will take place on-site at participating refineries such as Conoco-Phillips.
- * To meet industry needs for work experience, process tech graduates will have the opportunity to participate in a three month paid try-out employment at partner refineries. Refinery supervisors will determine job content and assume overall responsibility for structuring try-out employment to include a range of tasks and assignments leading to unsubsidized placements on completion of the try-out period. South Bay Center for Counseling will work with industry supervisors in managing the try-out employment period, providing needed counseling, and troubleshooting.

5. Describe how your service plan will be able to achieve the goals and objectives of the project in a timely manner. Complete and attach the Proposal Work Plan (Exhibit KK) that includes objectives/activities and timelines.

The Initiative will complete its goal of recruiting, training and placing 52 adult participants in process operator jobs over the next two years through building on established program delivery networks and proven models. Key building blocks include:

- * Employing the established Family Support Collaborative network: This 17 member collaborative overseen by SBCC and including social service agencies, One-Stops, and community colleges has been working together over the past nine years. The Initiative will build on these existing working relationships;
- * Using proven models for all training components: The Bridge program is based on a curriculum successfully employed by community colleges in San Mateo County and nationally to raise participant skill levels. The process tech curriculum draws on the pre-existing industry-driven CAPT curriculum and existing credited curriculum at Harbor College. The industry-driven CAPT curriculum has been implemented in whole or part at over 40 community colleges throughout the country; and
- * Intensive counseling and technical assistance: Recognizing the need for continuing support to aid individuals succeed in a demanding training program, the Initiative will provide in-classroom counselors to assist participants in meeting academic goals and addressing support needs. The Initiative will also provide technical assistance to participating institutions through consultants who have developed similar high wage, high growth career pathways, incorporating the same key elements--Bridge program, industry-driven skills training, and paid try-out employment-- for bio-tech and other industries in California.

The program design will assess, train and place participants in a two year period leading to a total of 52 unsubsidized placements by December 2007:

Quarter 1 (including December, 2005): Hiring, planning, outreach and recruitment for Process Technician and Bridge classes

Quarter 2: Process Technician Class 1 for participants with higher skill levels begins; recruitment continues for Bridge Classes 1 and 2 targeted at individuals with lesser skills

Quarter 3: Bridge Classes 1 and 2 begin in June, Process Tech Class 1 continues

Quarter 4: Process Technician Class 1 graduates, and graduates move to paid try-out employment; Bridge classes 1 and 2 graduate

- Quarter 5: 25 Process Technician Class 1 graduates move to unsubsidized employment and retention.
- Bridge graduates move to Process Tech Class 2
- Quarter 6: Process Technician Class 2 continues
- Quarter 7: Process Technician Class 2 graduates and graduates move to paid try-out employment and direct employment;
- Quarter 8: 27 Process Technician Class 2 graduates move to unsubsidized employment and retention

Section IV - Goal and Objectives

1. Return on Investment Matrix		
<i>Part 1 - Participant Information.</i>		
A. Total planned enrollments:	67	
B. Total planned entered employments:	49	
C. Total planned retained employments:	39	
D. Total planned trainees:	52	
<i>Part 2 - Cost Information</i>		
(A)	(B) <i>Costs calculated using only amount requested in this proposal</i>	(C) <i>Costs calculated using all resources available to the project</i>
A. Cost per participant	8,955	15,522
B. Cost per entered employment	11,538	20,000
C. Cost per retained employment	12,244	22,127
D. Cost per trainee	8,955	15,522

2. Performance Goals Matrix				
<i>Performance Goals</i>	<i>Planned Adult Goals</i>	<i>Planned Dislocated Worker Goals</i>	<i>Planned Older Youth Goals</i>	<i>Planned Younger Youth Goals</i>
A. Entered Employment Rate	73%			
B. Retention Rate	79%			
C. Earnings Change	\$3,500			
D. Earnings Replacement Rate				
E. Credential/Diploma Rate	79%			
F. Skill Attainment Rate				

3. Provide an explanation if planned project goals are different than the State performance goals.

First year wages are likely to be \$50,000+. For older youth and adults we believe there will be an earnings change well above the average for job training programs.

4. Complete Section B of the Target Group Planning Chart (Exhibit JJ), summarizing your planned outcomes/benefits for each target group identified. On the chart provide a brief description of the expected outcomes/benefits that are relevant to the success or impact of the project. Provide an

explanation below on how the expected outcome/benefits described in the Target Group Planning Chart will be measured and provide any further clarification to demonstrate their effectiveness.

Section V - Local Collaboration

1. Describe how your organization has successfully established linkages with the LWIA. Describe any actions you have taken to partner with the LWIA.

As leader of the Region 8 SBA since 1996, The South Bay Counseling Center and Family Support Collaborative partners have maintained a long-term partnership over the last nine years with two area One-Stops---Beach Cities One-Stop in Redondo Beach and the City of Long Beach Youth Opportunity Center and adult programs, both full partners in the Collaborative. Over this time the Family Support Collaborative has established referral relationships with both One-Stops, and One-Stop staff participate in regular planning and proposal meetings. Partner agencies refer clients to One-Stops for WIA services and work with WIA case managers in coordinating additional social services. Beach Cities One Stop and the City of Long Beach Youth Opportunity Center have offered Family Support participants job readiness training that included resume development, interviewing skills, appropriate workplace behavior, attendance and dependability and academic enrichment to youth scoring below 6th grade level. As needed, participants are placed in computer courses to broaden their skill base. One Stop case managers work with each participant providing job placement assistance, vocational training, and on the job training.

2. Describe the roles and responsibilities that the LWIA will perform in conjunction with this proposal.

Two regional One-Stops---Beach Cities One-Stop and the City of Long Beach Youth Opportunity Center and adult program-- will play a critical role in the Initiative. One-Stops will conduct outreach, receive referrals from the Family Support Collaborative, conduct industry information sessions (in conjunction with SBCC), enroll applicants in WIA, and provide continuing case management and retention services, as well as tracking participants through the WIA system. In addition One-Stops will employ local resources including WIA adult and dislocated worker funds, and STEP funding to assist in supporting training and operations. The Beach Cities One-Stop will refer 12 dislocated workers and STEP participants, contributing approximately \$50,000 in training resources, and the City of Long Beach Youth Opportunity Center and adult program will refer approximately 25 youth, adults and dislocated worker participants, contributing approximately \$100,000.

NOTE: Complete and attach the Partner Roles and Responsibilities Chart (Exhibit LL) identifying the other local partnerships (excluding the LWIA described above). Include local community based organizations, employers, education and others that will be used to coordinate and provide services under this proposal. In Column B of the chart, describe each partner's roles and responsibilities.

Section VI - Resource Utilization

1. A 20 percent match from cash and/or in-kind resources is required. Identify the cash and in-kind resources that will be used as match to support activities or expand and sustain the proposed project. Provide narrative and complete the Resource Utilization Chart below.

Partners will provide in/kind and cash match to support the program contingent on grant funding:

- * South Bay Counseling Center will contribute 10% staff time from the Executive Director and Director to the project over a two year period for a total \$20,000 in/kind contribution.
- * Conoco-Phillips will contribute \$ 52,000 cash for program operations, and fund \$60,000 to subsidize planned paid try-out employment for 20 participants (at \$3,000 per participant), and contribute an

- estimated \$ 100,000 over two years in in-kind support. In-kind support includes \$30,000 over two years to fund an instructor at Harbor College, \$60,000 over two years to provide classroom space and equipment for a portion of training of the process technician class, and \$10,000 in staff time from the HR Director and staff for planning and curriculum development.
- * Valero will contribute \$ 25,000 cash for program operations and fund \$ 30,000 to subsidize planned paid try-out employment for 10 participants (at \$3,000 per participant)
- * Exxon-Mobil will contribute \$ 25,000 cash for program operations and initially seek to hire process tech graduates directly.
- * Harbor Community College will sustain the process technician training program at the college with state apportionment funding (FTES). State FTES funding for the first year of program operations is approximately \$ 90,000
- * The Beach Cities One Stop and City of Long Beach Youth Opportunity Center and adult program will support training costs for 37 referred dislocated workers, STEP participants, and disadvantaged youth. Total cash support for training will be \$148,000.
- * The Weingart Foundation is considering a proposal for \$100,000 for two years general support.

<i>Resource Utilization Chart</i> Name of Provider	Description of Fund Source	Type of resource (in-kind or cash)	Amount
Harbor College;	state apportionment funding	in-kind	\$90,000.00
South Bay Counseling Center	general funds	in-kind	\$20,000.00
Weingart Foundation (proposed)	general funds	cash	\$100,000
Exxon-Mobil	Employer resources	cash	\$25,000.00
Conoco-Phillips	Employer resources	cash/in-kind	\$210,000.00
Valero	Employer resources	cash	\$55,000.00
Beach Cities One-Stop Long Beach Youth Opportunities Program	STEP and WIA adult dislocated worker, adult and youth funding	WIA cash	\$48,000 \$100,000
II. Total Match			\$ 648,000
<i>Percent of match to total requested amount</i>			<i>108%</i>

2. Describe how each provider identified in the Resource Utilization Chart above will contribute to the goals of the project, ensure non-duplication of services and provide future sustainability.
3. If you have received WIA 15 percent funds within the past four years for a similar project, provide an explanation of why the continuation of funds is needed and what efforts will be made for future sustainability without these funds.

SBCC received 15% funds for an only minimally related grant extending from 1998-2001 to provide overall employment and training services to 170 CalWork participants. Rather than targeting the petrochemical industry, that grant focused on a broad range of employers and training in areas including communications, childcare development, and office administration. 214 participants were served. Seven, or less than 5%, were referred to energy industry training, receiving remediation skills, and then entering process technician training at Conoco-Phillips. Two were hired.

This proposal differs from the prior proposal initiated seven years ago in three critical aspects:

- 1) It is focused solely on the petrochemical industry targeting a much higher number of jobs, with strong support from a broader range of employers;

- 2) It provides a much more intensive college credited training pathway including a 200 hour Bridge program followed by a 30 credit industry-driven training course;
- 3) It targets a wide spectrum of participants including youth and dislocated workers in addition to Cal Works participants.

The petrochemical career pathway training project proposed here is in response to increased industry demand over the past five years for new workers, as well as the limited success of prior programs. In contrast to prior training, this effort includes an intensive, college credited, industry-driven program and connection to jobs at a variety of major employers.

Partners will seek sustainability through leveraging additional funding from other resources including community college system apportionment funding, employer contributions, and the regional workforce system. All three of these partner groups have contributed to this grant or have committed to providing sustaining support if the pilot program is successful. We believe a successful pilot with placements at 50K+ for entry-level workers will provide the partnership with the ability to sustain the program through integrating resources from these and other sources.

4. Up to ten bonus points will be available if the applicant demonstrates a cash match from a non-WIA fund source. A letter of commitment must verify the cash match and be included as an attachment to the proposal. Using only the providers from the Resource Utilization Chart that will qualify for the cash match, complete the Cash Match Chart. Enter the provider, fund source, and amount that will be used as cash match to benefit this proposal.

Cash Match Chart	Description of Fund Source	Amount	Commitment Letter Attached to Proposal
Name of Provider			
Conoco-Phillips	Employer resources	\$112,000	<input checked="" type="checkbox"/>
Exxon-Mobil	Employer resources	\$25,000	<input checked="" type="checkbox"/>
Valero	Employer resources	\$55,000	<input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
III. Total Cash Match		\$192,000	
<i>Total Proposal Request</i>		\$600,000	
<i>Percent of Cash Match</i>		32%	

Section VII - Statement of Capabilities

1. Describe the organization's capability to conduct and administer a federally funded project including your ability to collect and report financial and participant performance data. Provide examples of past or present experience in managing projects similar to this proposal.

The South Bay Center for Counseling – a non-profit 501 (c) 3 agency established in 1972, has a 33-year history providing services to at-risk families in the designated geographic area of SPA 8 and specifically has been providing Family Support Program services in SPA 8 for nine (9) years. Over the past three decades, we have expanded our service delivery system internally, as well as externally, through an integrated model of collaboration with other service agencies and organizations throughout the SPA. This model of collaboration originated within the organizational structure of the South Bay Center for Counseling. SBCC has managed both a welfare to work and CalWorks program. The core programs of the agency include, Family Support and School Readiness, Beach Cities Health District Children's Program (our medical and dental program), Parents and Children Together (PACT) Program

(for our child abuse prevention and treatment), the Counseling Services, Teen Recovery and Intervention Program and Department of Mental Health Programs. We also serve as a clinical supervision site, training MFT trainees and interns. Each of these programs was developed in response to community input; to serve specific needs, as well as create an integrated continuum of services.

Since 1996, SBCC has served as the lead agency for the Family Support Collaborative; and have provided neighborhood-based Family Support services across SPA 8. Due to our history and experience, we have specific expertise in areas including: creating and sustaining collaborative structures; integrated and seamless service delivery throughout SPA 8; community building resulting from relationship based organizing between residents in their neighborhoods as well as residents and their local services providers/other institutions.

The South Bay Center for Counseling has demonstrated fiscal responsibility through the following contracts:

1. County of Los Angeles Dept of Children and Family Services Family Support 1996 to 2005 – Avg \$1 million annually
2. County of Los Angeles Dept of Children and Family Services Family Support 2005 to 2008 – (new contract) \$700,000 annually
3. County of Los Angeles Dept of Children and Family Services Child Abuse Treatment and Prevention - \$140,000 annually 1985 to 2006
4. State of California Employment Development Dept (Calworks) \$674,651.57 1998 to 2001
5. City of Los Angeles Workforce Development (Welfare to Work) \$5,107,434.78 2000 to 2002
6. First Five LA - \$5,934,909 - 2002 to 2007- School readiness activities for families including economic sustainability, health, parent support, and early childhood education.
7. Beach Cities Health District Children's Program - \$325,000 annually since 1987 to provide prenatal care comprehensive health care to families who are covered by other health care delivery systems.
8. California Office of Criminal Justice Planning - Diagnosis and treatment of victims of child abuse
9. City of Redondo Beach (Community Block Grant) \$ 3,800 annual 2001 to present- counseling to low income residents to this City
10. City of Manhattan Beach (Community Block Grant) \$20,000 annual – provide counseling to low income residents of this City

The South Bay Family Support Collaborative includes One Stops, municipalities, school districts, community colleges, substance abuse programs, corporation, labor unions, child care agencies, recreation departments, and various nonprofit agencies serving diverse ethnic populations. In total, the collaboration has more than 50 subcontractor/partners. The Collaborative has served over 5000 residents with 89% of funds allocated to direct service.

2. Describe your organization's infrastructure including proposed staffing for this project that demonstrates your ability to achieve the project goals:

The South Bay Center for Counseling has a total of 59 employees.

The Executive Director is responsible for providing leadership, communicating the strategic direction and managing the overall operations of the agency. There are five distinctive programs that fall into three separate service delivery systems. A Director manages each delivery system. The Director of Family Support and Community Services oversees the operations of the Family Support and School Readiness Programs. There is a second director that manages our medical and dental program (Beach Cities Health District Children's Program). The Agency Clinical Director provides oversight for our child abuse prevention and treatment program (Parents and Children Together (PACT) Program), the Counseling Services, and Department of Mental Health Program. The Teen Recovery and Intervention Program is a new project created under the PACT program. SBCC's service delivery system includes job training and placement, case management, child abuse prevention and treatment, in-home support

services, welfare-to-work services, child care, parent education, parental support groups, counseling (individual, family and group), school-based counseling programs, substance abuse services, domestic violence services, and community outreach and education. As a result of our extensive experience, we are extremely accomplished in serving a multitude of populations including infants, children, youth, adults, pregnant women/teens and families. Our agency infrastructure also includes an Accounting Department to manage our fiscal operations. The entire SBCC multi-faceted social service agency is guided and governed by a Board of Directors. This community-based Board of Directors (which includes services providers, political leaders, educators, business leaders, residents and former clients) reviews and develops policy, develops strategies for programs and services, assists in fund raising efforts for the agency, and provides oversight to the agency's operations. The Director of Community Services and Family Support will oversee the Los Angeles Petrochemical Career Pathway. The Project Coordinator will be responsible for the daily operations and oversight of the program. The Family Support Program will staff 2 counselors that will provide support for participants in and outside the classroom. The SBCC has an Accounting Department that will provide the fiscal capacity for grant administration. The Family Support Program, as with the other agency programs, is under the leadership of the Executive Director. A community-based Board of Directors provides the strategic oversight for the agency

Section VIII – Budget Summary

Complete and attach the Budget Summary Plan (Exhibit GG). Describe how the proposed costs are necessary and reasonable in terms of benefits to participants.

The proposed budget is designed to fund, at the minimum level necessary, the key services, training, and support required to develop and implement a career pathway meeting industry-defined standards for entry-level employment:

- * \$75,000 to the 10 Family Support Collaborative partner agencies will train current counselors at all 10 organizations in career opportunities offered by the petrochemical industry and support a targeted outreach to clients and community residents. This service is necessary to recruit a broad range of community residents;
- * \$287,100 to the South Bay Center for Counseling will support overall program management and needed counseling services. Resources will fund a program coordinator for two years, and support two counselors to assist in assessment, in/class counseling, management of the try-out employment program and follow-up support. One counselor will be funded for the full two year period and one for six months. Intensive counseling is critical to ensuring success of participants in an intensive and demanding year long academic program followed by work experience; program oversight by Executive Director and Director of Family Support, accounting staff for fiscal compliance, audit, liability insurance, and telephone.
- * \$6,250 to Harbor College will fund development and delivery of two college credited 400-500 hour process technician courses including curriculum development, instruction, equipment and software. Development and delivery of these courses is at the center of industry requirements for entry-level skills and competencies;
- * \$15,000 to Harbor College will fund development and delivery of two college credited Bridge programs for adults and older youth including curriculum development, instruction and facilities. Bridge courses emphasizing intensive English and math skills are necessary to ready disadvantaged youth for college, and also offer credit and financial aid to participating students
- * \$21,250 to the Beach Cities One-Stop and City of Long Beach Youth Opportunity Center and adult program will support participating One-Stop Centers in conducting outreach, recruitment, continuing case management, tracking and retention services through dedicated staff over the two year period of the project and extending through initial employment. This role is critical in effective program operation. One-Stop Centers will also use local funds to support outreach, assessment and training costs for some dislocated workers, STEP participants and older youth;

- * \$35,000 will support paid try-out employment opportunities at Conoco, Valero and other employers. Budget includes match by participating employers. Employers have noted that some work experience is needed to prepare participants for unsubsidized employment. Experience in other high wage, high growth initiatives such as the Bay Area Bio-Tech Initiative suggests that employer subsidized paid work experience is very successful as a final step leading to employment;
- * \$75,000 to Gruber & Pereira Associates (GPA) will support technical and strategic assistance in the first fifteen months to assist program partners in development of the program model, integrating best practices from related initiatives, developing a sustainable funding strategy, designing a Bridge program, and developing a paid try-out employment component. Based on experience in Northern California career pathway initiatives, there is a strong need for an experienced outside intermediary to draw on established curriculum and best practices and provide coordination and support to multi-partner initiatives in the pilot phase of planning and development
- * \$15,500 to Jonathan Mooney to provide specialized training in recognizing learning disabilities and effectively preparing learning disabled participants for program participation;
- * \$19,900 for equipment to support process technician training;

WIA ADULT PARTICIPAN PLAN

Adult

Dislocated Worker

Subgrantee: South Bay Center for Counseling Subgrant number: R659710
 Initial Plan Modification Mod. Number: new Project Number: 2482

Cumulative Participants

	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	Jan 2006	Feb 2006	Mar 2006	April 2006	May 2006	June 2006
1 Total Participants Registered	0	0	10	30	50	67
2. Program Services						
a. Core Services/Intensive Services	0	0	10	30	50	67
b. Training Services			10			67
c. Follow-up Services after Placement						
d. Follow-up Services after Exit						

3. Exit Status

a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

Cumulative Participants

	July 2006	Aug 2006	Sept 2006	Oct 2006	Nov 2006	Dec 2006
1 Total Participants Registered	67	67	67	67	67	67
2. Program Services						
a. Core Services/Intensive Services			67			67
b. Training Services						67
c. Follow-up Services after Placement						
d. Follow-up Services after Exit						

3. Exit Status

a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

WIA ADULT PARTICIPANT PL J

Adult

Dislocated Worker

Subgrantee: South Bay Center for Counseling

Subgrant number: R659710

Initial Plan Modification Mod. Number: new

Project Number: 2482

Cumulative Participants						
	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date	Quarter End Date
Month/Year	Jan 2007	Feb 2007	Mar 2007	April 2007	May 2007	June 2007
1 Total Participants Registered	67	67	67	67	67	67
2. Program Services						
a. Core Services/Intensive Services	67	67	67	67	67	67
b. Training Services	67	67	67	67	67	67
c. Follow-up Services after Placement						
d. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						
Cumulative Participants						
Month/Year	July 2007	Aug 2007	Sept 2007	Oct 2007	Nov 2007	Dec 2007
1 Total Participants Registered	67	67	67	67	67	67
2. Program Services						
a. Core Services/Intensive Services	67	67	67	67	67	67
b. Training Services	67	67	67	67	67	67
c. Follow-up Services after Placement						
d. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA			20			67
(1) Unsubsidized Employment			10			52
(a) Training Related			10			52
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons			10			15

Subgrantee: South Bay Center for Counseling Subgrant number: R659710
 Project Term: Begin Date: 1/1/2006 End Date: 12/31/2007
 Initial Plan Modification Mod Number: new Project Number: 2482

I. FUNDING PLAN Split-Yr Funding Yes No

A. Fund Source	<input checked="" type="checkbox"/> WIA 15%	<input type="checkbox"/> WIA 15%	<input type="checkbox"/> WIA 15%	<input type="checkbox"/> WIA 15%	PROJECT TOTAL
	<input type="checkbox"/> WIA 25%	<input type="checkbox"/> WIA 25%	<input type="checkbox"/> WIA 25%	<input type="checkbox"/> WIA 25%	
	<input type="checkbox"/> Wagner/Peysler 10%	<input type="checkbox"/> Wagner/Peysler 10%	<input type="checkbox"/> Wagner/Peysler 10%	<input type="checkbox"/> Wagner/Peysler 10%	
B. YOA	2,005				
C. Subgrant Number	R659710				
D. Fund Source Term	01/01/2006-12/31/2007				
E. Grant Code	786				
F. Total Administration	60,000				\$60,000.00
G. Total Program	540,000				\$540,000.00
H. Subgrant Amt.	600,000				\$600,000.00

II. EXPENDITURE PLAN

Month/Year	Cumulative Planned Expend.	Cumulative Planned Expend.	Cumulative Planned Expend.	Cumulative Planned Expend.	Project Total Planned Expend
Jan-06	25,000				
Feb-06	50,000				
Mar-06	75,000				
Apr-06	100,000				
May-06	125,000				
Jun-06	150,000				
Jul-06	175,000				
Aug-06	200,000				
Sep-06	225,000				
Oct-06	250,000				
Nov-06	275,000				
Dec-06	300,000				
Jan-07	325,000				
Feb-07	350,000				
Mar-07	375,000				
Apr-07	400,000				
May-07	425,000				
Jun-07	450,000				
Jul-07	475,000				
Aug-07	500,000				
Sep-07	525,000				
Oct-07	550,000				
Nov-07	575,000				
Dec-07	\$600,000				

Project Budget Plan
Single Fund Source and Cash Match

Exhibit GG

Subgrantee: <u>South Bay Center for Counseling</u>	Subgrant Num. <u>R659710</u>
Project Term: Begin Date <u>1/1/2006</u> End Date <u>12/31/2007</u>	Project Num. <u>2482</u>
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/>	Mod Number: <u>new</u>

Budget Detail	Planned Budget		
	(A) Requested Funds WIA 15 Percent	(B) Other Resources Non-WIA Cash Match	(C) Total
A. Staff Salaries	\$ 205,088.00		\$ 205,088.00
B. Number of full-time equivalents: <u>2.5</u>			
C. Staff Benefits	\$ 36,916.00		\$ 36,916.00
D. Staff Benefit Rate (percent) <u>18 %</u>			
E. Staff Travel	\$ 10,567.00		\$ 10,567.00
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$ 9,185.00		\$ 9,185.00
G. Furniture and Equipment			
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)	\$ 19,900.00		\$ 19,900.00
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form			\$ -
3. Lease	\$ 25,344.00		\$ 25,344.00
H. Consumable Testing and Instructional Materials			\$ -
I. Tuition Payments/Vouchers			\$ -
J. On-the-Job Training	\$ 85,000.00	\$ 90,000.00	\$ 175,000.00
K. Participant Wages and Fringe Benefits			\$ -
L. Participant Support Services			\$ -
M. Job Retention Services			\$ -
N. Contractual Services (Complete Supplemental Budget Form)	\$ 208,000.00	\$ 102,000.00	\$ 310,000.00
O. Indirect Costs*(complete items 1 and 2 below)			\$ -
P. Other (describe):			\$ -
Q. Total Funding	\$ 600,000.00	\$ 192,000.00	\$ 792,000.00

*Indirect Costs

1. Indirect Cost Rate (percent)	
2. Name of Cognizant Agency:	

WIA Supplemental Budget Form

Subgrantee: <u>South Bay Center for Counseling</u>	Subgrant number: <u>R659710</u>
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number: <u>new</u>	Project Number: <u>2482</u>

I. Equipment				
Equipment Item Description*	Quantity	Total Cost	Percent Charged to Project	Total Cost Charged to Project

*List equipment items having a useful life of more than one year with a unit acquisition cost of \$5,000 or more being charged to this project. In accordance with WIA Directive WIAD03-9, all equipment purchases must have prior approval from EDD. The approval of the budget plan contained in this subgrant does not constitute approval of the equipment request. A separate request to purchase equipment must be submitted for approval by the state.

II. Contractual Services*		
Contractual Services Description—Type of Service	Cost	Service Provider If Known
Outreach and Referral	\$75,000	Family Support Network
Recruitment, assessment, enrollment, case management, and tracking	\$21,250	Beach City One Stop-Workforce Agency; City of Long Beach Youth Opportunity and Adult Programs
Development and implementation of Bridge programs	\$15,000	Harbor College
Development and implementation of Process Technician programs	\$6,250	Harbor College
Technical and strategic assistance in program development	\$75,000	GPA
Counseling and serving learning disabled youths and adults	\$15,500	Jonathan Mooney
Total	\$208,000	

*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See WIA Directive WIAD00-2.

Target Group Planning Chart

Subgrantee: South Bay Center for Counseling Subgrant number: R659710
 Initial Plan Modification Mod. Number: new Project Number: 2482

A. Target Population to be Served		B. Expected Outcomes/Benefits	
Descriptions of Target Population	Estimated number to be served	Description of outcome/benefit	Estimated number of clients benefiting
Adults	67	Process Technician Employment	52

Project Work Plan

Subgrantee: <u>South Bay Center for Counseling</u>	Subgrant number: <u>R659710</u>
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number: <u>new</u>	Project Number: <u>2482</u>

Objectives/Activities	Estimated Dates
Planning for Bridge and Process Technician Programs Recruitment for Process Technician Training 1 Process Technician Training 1 begins Recruitment for Bridge 1 and 2	Jan, Feb, March 2006 1 st Quarter 2006
Intensive recruitment Assessment and Screening	April, May, June 2006 2 nd Quarter 2006
Bridge program 1 begins Bridge program 2 begins Placement into unsubsidized employment for Process Technician 1 graduates Retention services begins	July, August, September 2006 3 rd Quarter 2006
Process Tech 1 graduation Paid try-out employment for Process Technician 1 graduates Bridge 1 and 2 graduations	October, November, December 2006 4 th Quarter 2006
Process Technician 2 begins	January, Feb, March 2007 1 st Quarter 2007
Process Technician 2 continues	April, May, June 2007 2 nd Quarter 2007
Process Technician 2 graduates	July, August, September 2007 3 rd Quarter 2007
Paid try-out employment for Process Tech 2 graduates Placement into unsubsidized employment for Process Technician graduates, Retention services begins	October, November, December 2007 4 th Quarter 2007

Partner Roles and Responsibilities Chart

Subgrantee: South Bay Center for Counseling Subgrant number: R659710
 Initial Plan Modification Mod. Number: new Project Number: 2482

Local Partners	Roles and Responsibilities
South Bay Counseling Center	Program management, intensive in/class counseling; internship management
Family support network	Outreach, referral and needed support services
Workforce agencies Beach Cities One-Stop City of Long Beach Youth Opportunity Center and Adult Programs	Recruitment, assessment, enrollment, case management and tracking
Harbor College	Development and implementation of Process Technician programs and provision of financial aid to eligible participants. Development and implementation for Bridge programs and provision for financial aid to eligible participants
Employers	Assistance in curriculum development and planning, participation in paid try-out employment opportunities, including wage support, and employment opportunities for qualified graduates
GPA	Technical and strategic assistance in program development
Johnathan Mooney	Provide counseling to staff in serving the learning disabled participants.

EXHIBIT COVER SHEET

SUBGRANT NO: R659710
MODIFICATION NO: 00

EXHIBIT NN
Page 1 OF 1

SUBGRANTEE: SOUTH BAY CTR FOR COUNSELING
FUNDING SOURCE: GROWTH SFPI RD1 05/06 785

TERM OF THESE FUNDS: 01/01/2006 TO: 12/31/2007

| 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 action is taken to establish a WIA 15% Special Project "Growth Industries" subgrant by incorporating \$600,000 into grant code 785 to run through December 31, 2007.

The Los Angeles Petrochemical Career Pathway Initiative will train and place adults as process technicians at entry wages. This project is sponsored by Conoco-Phillips, Exxon Mobile, and Valero, the South Bay Center for Counseling, community colleges, community organizations and area One-Stops. The initiative targets residents of communities near area refineries. Partners will implement a college-credited career pathway offering the full range of skills and competencies set by the industry, including a Bridge program to raise participant skills, industry-driven skills training leading to a college certificate, paid try-out employment and placement at partner employers.

| 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

Scope of Work

**Vocational Training
Fee for Services**

CONTRACTOR: Harbor College
1111 Figueroa Place
Wilmington, CA 90744

CONTRACT PERIOD: January 1, 2007 – December 31, 2007

I. STATEMENT OF WORK:

In accordance with this Contract, the City of Long Beach Workforce Development Bureau (Bureau), as a designated local workforce investment area, agrees to pay the cost of tuition, books, supplies and/or other eligible agreed upon services to eligible trainees enrolled in the Process Technician Curriculum program at Harbor College, hereinafter known as the Provider, through the Petrochemical Pathway Program.

II. APPROVED PROGRAM

The training program approved under this agreement, along with tuition and fees, estimated length of training, and program requirements, are included as part of the Petrochemical Career Pathways Program Grant to provide the necessary training for participants to qualify for positions as entry-level Process Technician Operators.

Provider shall provide training to prepare students for entry level positions in refining, water treatment, and chemicals industries via classroom, laboratory, and training. The Process Plant Technology includes Industrial Process, Process Measurement, Plant Equipment, Waste Water, Industrial Safety, Chemistry and Physics, Chemistry and Physical Laboratory, Computer Literacy, Cooperative Education, Reading and Comprehension, and Technical Math. Students receive 30 units of academic credit.

Any changes in program costs approved under this agreement or program information, or requests for additional programs, require prior approval by the Bureau, Grant Recipient and other partnering Local Workforce Investment Areas.

III. CUSTOMER REFERRAL AND RECRUITMENT

Prerequisites for training are 11th/12th grade literacy and numeracy, basic computer skills, and mechanical aptitude.

Sam
ATTACHMENT B
PAGE 1 OF 5 PAGES

Bureau staff will provide recruitment and orientation, eligibility determination, initial assessment prior to referral to training. Potential program participants will be recruited from both youth and adult programs. A total of 30 may participate of which some may be co-enrolled in other WIA and/or non-WIA grants administered by the Bureau.

The Provider understands that only trainees referred by the Bureau may be enrolled into approved training under this Agreement.

IV. COST

The total amount reimbursed to the Provider, shall not exceed \$150,000 of program funds.

In no event shall the Bureau reimburse the Provider in excess of actual expenditures for those services set forth herein. If training is not completed, the Provider is entitled to that portion of the total reimburseable 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.

Reimbursement to the Provider will be based on the provision of stated training services. If specified training services are not adequately provided and/or if trainee evaluations are not provided per the stipulations in this Agreement, payment to the Provider by the Bureau may be delayed or withdrawn.

The Provider agrees that the trainee will not be asked to pay for any items or services provided under this Agreement. The Provider understands that a violation of this provision may result in termination of the Agreement, at Bureau's discretion.

The Provider agrees to seek and utilize other types of financial aid (i.e., Pell Grants) if applicable/available prior to use of Workforce Investment Act funds.

The Provider agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of seven (7) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Bureau or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies of the above referenced records, upon request from the Bureau. The Provider agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

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.

V. PERFORMANCE

The Bureau retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these

criteria for service performance are not met, payment to the Provider may be delayed or withdrawn.

The Provider shall provide sufficient instruction materials pursuant to the planned curriculum to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a) (b).

VI. PROVIDER ASSURANCES

The Provider shall maintain the confidentiality of any information regarding Trainee, or their immediate family, which may be obtained through documents from public agencies, counselors, or any other source. Without permission of the Bureau, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.

The Provider shall ensure that Trainee is provided with Provider's grievance procedures.

If Trainee chooses to drop out of the training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document the reason for termination. The Provider shall notify the Bureau in writing within two (2) business days of learning of Trainee's decision.

The Provider may terminate/suspend Trainee on the same basis Provider would terminate/suspend any other participant receiving educational services. The Provider shall first advise the Bureau in writing, within five (5) business days, of the impending termination/suspension. The Provider shall provide the Bureau an opportunity to correct the reason for the termination/suspension within an agreed upon time frame. Upon termination/suspension, the Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.

The Provider shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.

The Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA). Compliance with the ADA shall be the sole responsibility of Provider and Provider shall defend and hold the Bureau harmless from any expense or liability arising from Provider's non-compliance herein.

The Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:

- That which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participate in any WIA Title 1 financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis 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.

The Provider shall ensure compliance with the Bureau policy that prohibits retaliation or reprisal against an individual that:

- Has filed a complaint;
- Opposed a practice prohibited by the nondiscrimination and EO provision of WIA;
- Furnished information to or assisted or participated in any manner in and 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.

The Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drug-free workplace.

The Provider shall ensure that training involving sectarian or political activities is prohibited.

VII. TERMS

The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. The Agreement may be terminated by either party upon ten (10)-business days written notice to the other.

VIII. INVOICING

The Provider shall submit invoices for payment for each student enrolled. Invoices must include the following: a) name of Trainee, b) name of training program, c) Employment Specialist name, d) amount due, e) a Provider billing contact name, and f) Federal Tax Identification Number.

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 inquiries, regarding the status of pending invoices to the Bureau's WIA Program Supervisor, at (562) 570-3748.

IX. RECORD MANAGEMENT AND TIMELINES:

- A. Contractor will provide all assessment results to the appropriate referring agency or case manager within five working days of assessment completion.
- B. All records shall be made available to the City for inspection on an as-needed basis.
- C. Contractor will be responsible for the accuracy and completeness of all testing and for the security of all related documents and data.

VI. CONTINUATION OF CONTRACT:

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of WIA funds from the State of California.

VII. CONTRACT MODIFICATION:

Contractor agrees to the following procedures for modification of this contract:

- A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the City.
- B. The Workforce Investment Area may initiate a modification at anytime during the contractual term with written concurrence from the Provider.

EXHIBIT "C"

CITY OF LONG BEACH WORKFORCE DEVELOPMENT BUREAU
PETROCHEMICAL PATHWAY INITIATIVE PROJECT
HARBOR COLLEGE

Contact Information:

Name: Elizabeth Negrete

Address: 1111 Figueroa Place Wilmington, CA 90744-2397

Phone: 310-233-4329 Fax: 310-233-4215

Email Address: negrete@lahc.edu

Fee for Service:

PROCESS PLANT TECHNOLOGY	COURSE CODE	COST
Industrial Process	PPT 100	
Process Measurement	PPT 102	
Plant Equipment	PPT 103	
Refining Fundamentals	PPT 200	
Waste Water	PPT 201	
Industrial Safety	ENG TECH 25	
Chemistry & Physics	PHY SCI 1	
Chemistry & Physics Lab	PHY SCI 14	
Computer Literacy	CSIT 58	
Cooperative Education	PPT 941	
Reading & Comprehension	ENG 28	
Technical Math	ET 48/49	
Cost per Student =		\$6,000
Total Contract not to exceed =		\$150,000