

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONTRACT

31549

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of December 18, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 10, 2009, by and between the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the ("CITY"), and the LONG BEACH COMMUNITY COLLEGE DISTRICT (LBCCD), a California Controlled Institution of Higher Education, with offices located at 4901 East Carson Street, Long Beach, California 90808, hereinafter referred to as ("CONTRACTOR.")

RECITALS

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

1. The City of Long Beach Workforce Development Bureau collaborated with the Long Beach Community College District to obtain a grant from the California Labor and Workforce Development Agency and California Energy Commission to implement a mechanics training program ("Program").

2. The Program was jointly developed with the College to expose and prepare residents for careers as technicians and vehicle mechanics.

3. Through the Program, the College has agreed to provide training that prepares students for employment as green vehicle service technicians and CNG/LNG Mechanics.

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

1. Document Incorporation.

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

A. The WIA Master Subgrant Agreement or Prime Contract (Exhibit "A") and any extension or renewal thereof or any grant agreement which is the successor thereto which authorizes a training program for the Green Vehicle

1 Technician Training Program, and the documents incorporated therein and
2 attachments thereto, including the assurances and certifications made by the City
3 to the State.

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

8 C. Contractor's Project Budget ("Project Budget") attached
9 hereto as Exhibit "C" for training and employment activities to be provided by
10 Contractor (the "Services").

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

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

25 2. Term.

26 The term of this Contract ("Term") shall be deemed to have commenced on
27 October 1, 2009, and unless sooner terminated pursuant to the provisions hereof, shall
28 terminate at midnight on June 30, 2011. Either of the parties hereto shall have the right

1 to terminate this Contract in its entirety at any time during the Term for any or no reason
2 whatsoever by giving fifteen (15) days prior written notice of termination to the other
3 party. City shall have the additional right to cancel any part of this Contract at any time
4 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
5 cancellation to the Contractor.

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

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

15 3. Performance Review.

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

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

27 4. Contract Amount and Payment.

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

1 Contractor's services during the Term shall not exceed Three Hundred Ninety Thousand
2 (\$390,000.00) ("Contract Amount").

3 The City shall, in due course, reimburse the Contractor for the actual,
4 reasonable and necessary costs and expenses incurred by Contractor in the
5 performance of this Contract which are authorized, approved and included in the Project
6 Budget and are in accordance with and pursuant to the Prime Contract, to the extent that
7 such Prime Contract is applicable to the Contractor's performance hereunder. Such
8 payments by the City shall be made only from funds received by City under the Prime
9 Contract and shall be payable only after the City receives said funds with which to make
10 such payments.

11 City may make advance payments to the Contractor only to the extent such
12 payments are authorized and permitted by the State. Such advance payments shall only
13 be made from funds which are received by the City from the State under the Prime
14 Contract for such disbursement to the Contractor and such payments shall be made in
15 accordance with said Prime Contract and pursuant to the Project Budget. In no event
16 shall the total of such advance payments exceed an amount equal to the average
17 budgeted expenses for one (1) month as set forth in the Project Budget. Contractor will
18 maintain a separate account number within its accounting system for funds received
19 hereunder as advance payments.

20 Payment to the Contractor shall be limited to the amounts specified in the
21 Project Budget for the categories, criteria and rates established in said attachment.
22 Contractor may, with the prior written approval of the City Manager of the City of Long
23 Beach ("City Manager"), or his designee, make adjustments within and among the
24 categories of expenditures in the Budget and modify the performance to be rendered
25 hereunder as provided in the Statement of Work; provided, however, that any such
26 adjustment in expenditures shall not result in an increase in the Amount. The agent or
27 representative of Contractor who signs as the maker of checks or drafts or in any manner
28 authorizes the disbursement of said funds or expenditure of same shall be covered by a

1 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an
2 amount set out in Section 11, paragraph E of this Contract.

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

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

12 All payments to Contractor by the City, including advance payments will be
13 based upon invoices and the necessary supporting documents which the State and the
14 City may require Contractor to submit. The expenditure of all funds shall be accounted
15 for promptly, and Contractor shall keep separate detailed accounts for each expenditure
16 for each component part of this project.

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

22 5. Records.

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

28 Contractor shall provide access to all documents and materials related to

1 this Contract and shall provide any information that the City, or its designee, requires in
2 order to monitor and evaluate Contractor's performance hereunder. All such records
3 shall be maintained and accessible for a period of seven (7) years from the expiration or
4 earlier termination of this Contract.

5 6. Financial Reports.

6 Contractor shall promptly distribute to the City Manager or his designee
7 copies of all correspondence including, but not limited to, financial, operational and
8 performance reports which Contractor submits to or receives from the State. Contractor
9 shall provide such other reports, documents or information as may be requested or
10 required by the City or the State within seven (7) days of written request. Upon expiration
11 or earlier termination of this Contract, and within the time and in the manner prescribed
12 by the City the Contractor shall perform all necessary close-out procedures required by
13 the State and the City, including preparation of close-out reports and transmittal to the
14 City of all documents in the possession of Contractor which relate to the conduct of the
15 program and Contractor's services hereunder. Final payment to the Contractor under
16 this Contract will be paid only after the City has determined that Contractor has
17 satisfactorily completed said close-out procedures.

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

25 7. Accounting Procedures.

26 On a monthly basis, commencing on the last day of month next succeeding
27 the Effective Date of this Contract, the Contractor will submit an invoice with supporting
28 documentation for payment based upon the cost categories in the Project Budget. These

1 invoices will be due within ten (10) working days after the end of each month Contractor
2 shall complete the monthly payment requests in the format required by the City.

3 The Contractor will establish separate account numbers within its
4 accounting system to account for the expenditures and revenues of this Contract. The
5 Contractor's accounting system will be in compliance with all applicable procedures and
6 Federal and State authorities having jurisdiction over this Contract, and shall be
7 consistent with the fiscal and accounting procedure set forth in this Contract. Without
8 limiting the generality of the foregoing, the Contractor shall adhere to the following fiscal
9 and accounting procedures:

10 A. Maintain a bank account and perform monthly bank
11 reconciliations.

12 i. Deposit all receipts in the bank account promptly and
13 intact. (Do not pay any expense directly out of cash receipts).

14 ii. Maintain bank validated copies for every deposit slip in
15 chronological order. Each deposit slip should include sufficient detail to
16 explain the source of the funds being deposited. (This may be done by
17 recording the details on the deposit slip or by attaching supporting
18 documentation which may have been received with the receipts.)

19 iii. Disburse all funds by check, preferably signed by two
20 (2) employees, neither of whom is the bookkeeper or the accounting clerk.

21 B. Designate specific employees to perform each of the following
22 functions:

23 i. Receipt for goods and services provided to Contractor.

24 ii. Approve the purchase of goods and services for
25 Contractor.

26 iii. Approve employee time sheets.

27 iv. The designee for B.1 and B.2 above cannot be the
28 same person.

1 C. Maintain documented support for every check written which
2 should include:

- 3 i. Original invoice from each vendor.
4 ii. Indication by signature and date of an authorized
5 employee that the goods or services were received by the Contractor. This
6 may be done on a separate receiving report, a copy of a packing slip or on
7 the invoice itself.
8 iii. Indication that the goods or services were approved for
9 purchase by an authorized individual. This should be by signature and
10 dated and should appear on the invoice or on the purchase order or
11 purchase requisition, if such is used by the Contractor.

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

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

- 16 i. Bank statements and bank reconciliations.
17 ii. Deposit slips and supports.
18 iii. Checks and supports.
19 iv. Time sheets or documentation to verify Contractor's
20 labor costs.
21 v. Cash receipts and cash disbursement journals.
22 vi. Requests for reimbursement and supports.
23 vii. Financial statements.

24 F. Maintain and file all required tax and personnel reports with
25 appropriate agencies.

26 G. Contractor must adhere to all audit requirements as outlined
27 in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR
28 97.26 and 29 CFR 95.26 as applicable.

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

1 All invoices and billings will be considered final and must be submitted
2 within forty-five (45) calendar days from the end of the Term. Resolution of disputed
3 matters must be resubmitted within fifteen (15) calendar days from date mailed to
4 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings
5 submitted after the cut-off date.

6 8. Independent Contractor Status.

7 It is distinctly understood that in the performance of this Contract, the
8 Contractor shall at all times be considered a wholly independent contractor and that
9 Contractor's obligations to and authority from the City are solely as are prescribed by this
10 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
11 any manner represent that Contractor or any of its agents, volunteers, subscribers,
12 members, officers or employees are in any manner the officers, employees or agents of
13 the City or the Pacific Gateway Workforce Investment Board (PGWIB), an unincorporated
14 non-profit association. Contractor shall not have any authority to bind the City or PGWIB
15 at any time or for any purpose. Contractor or any of Contractor's officers, employees or
16 agents shall not have any power or authority as agents or employees of the City or
17 PGWIB and shall not be entitled to any of the rights, privileges or benefits of a City or
18 PGWIB employee.

19 9. Assignment.

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

22 10. Indemnification and Hold Harmless.

23 No Party or any of its officers, agents, volunteers, contractors, or
24 employees shall be responsible for any damage or liability arising out of any acts or
25 omissions on the part of another Party under or in connection with any obligation under
26 this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its
27 officers, agents, volunteers, contractors, and employees from any and all liability, loss,
28 expense (including reasonable attorneys' fees and other defense cost), or claims

1 imposed for damages of any nature whatsoever, including but not limited to, bodily injury,
2 death, personal injury, or property damage arising out of any acts or omissions on the
3 part of the Party's own officers, agents, contractors, or employees under or in connection
4 with any obligation under this Agreement. This indemnity shall survive termination of this
5 Agreement.

6 11. Insurance.

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

11 A. Comprehensive General Liability in an amount not less than
12 One Million Dollars (\$1,000,000.00) combined single limit for each occurrence or
13 Three Million Dollars (\$3,000,000.00) General Aggregate for bodily injury, personal
14 injury and property damage. The indemnified parties shall be covered as insureds
15 as respects liability arising out of activities performed by or on behalf of the
16 Contractor and coverage shall be in a form acceptable to the Risk Manager of the
17 City ("Risk Manager").

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

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

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

1 Accident Medical and Twenty-Five Thousand Dollars (\$25,000.00) Accidental
2 Death and Dismemberment.

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

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

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

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

1 established City policy.

2 12. Drug-free Workplace.

3 Contractor shall comply with Government Code Sections 8350 et seq. and
4 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
5 limited to, the following:

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

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

- 12 i. The dangers of drug abuse in the workplace,
- 13 ii. The person's or organization's policy of maintaining a
14 drug-free workplace,
- 15 iii. Any available counseling, rehabilitation and employee
16 assistance programs, and
- 17 iv. Penalties that may be imposed upon employees for
18 drug abuse violations.

19 C. Ensuring that every employee who provides services under
20 this Contract:

- 21 i. Will receive a copy of Contractor's drug-free policy
22 statement, and
- 23 ii. Will agree to abide by the terms of Contractor's
24 statement as a condition of employment on this Contract:

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

1 provides a drug-free workplace.

2 13. Non-Discrimination.

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

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

17 14. Confidentiality.

18 Contractor shall keep confidential all financial, operations and performance
19 records relating to its performance of this Contract ("Data") and shall not disclose the
20 Data or use the Data directly or indirectly other than in the course of services provided
21 hereunder. The obligation of confidentiality shall continue following expiration or earlier
22 termination of this Contract. In addition, Contractor shall keep confidential all information,
23 whether written, oral, or visual, obtained by any means whatsoever in the course of
24 Contractor's performance hereunder for the same period of time. Contractor shall not
25 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
26 others without first obtaining the prior written authorization and consent of the City.

27 All data and other information, in whatever form or medium, compiled or
28 prepared by Contractor in performing its services or furnished to Contractor by City shall

1 be the property of City and City shall have the unrestricted right to use or disseminate
2 same without payment of further compensation to Contractor. Copies of Contractor's
3 work product may be retained by Contractor for its own records.

4 15. Breach of Confidentiality.

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

7 A. Contractor demonstrates Contractor knew prior to the time
8 City disclosed it; or

9 B. Is or becomes publicly available without breach of this
10 Contract by Contractor; or

11 C. A third party who has a right to disclose such information does
12 so to Contractor without restrictions on further disclosure; or

13 D. Must be disclosed pursuant to subpoena, court order, state or
14 federal WIA rules and regulations, federal Department of Labor rules and
15 regulations, or the rules and regulations of any other governmental agency having
16 jurisdiction over WIA administration.

17 16. Notices.

18 All notices required or given pursuant to the provisions hereof may be
19 served either by:

20 A. Enclosing the same in a sealed envelope addressed to the
21 party intended to receive the same at the address indicated herein and deposited
22 postage prepaid, in the U.S. Postal Service as certified mail, return receipt
23 requested, or

24 B. Personal service. Such notices shall be effective on the date
25 personal service is effected or the date of the signature on the return receipt. For
26 the purposes hereof, the address of the City and the proper party to receive any
27 such notices in its behalf is the City Manager, City Hall, 333 West Ocean
28 Boulevard, Long Beach, California 90802; and Contractor's address for service of

1 any such notices shall be Long Beach Community College District, 4901 East
2 Carson Street, Long Beach, CA 90808, Attention: Michelle Whitfield; Telephone
3 No. (562) 938-3151; email address: mwhitfield@lbcc.edu.

4 17. 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 18. 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 19. 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 20. 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 21. Tax Identification Number.

25 Contractor's Tax Identification Number is 

26 22. 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

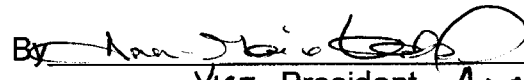
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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.

6 LONG BEACH COMMUNITY COLLEGE
7 DISTRICT (LBCCD), a California Controlled
8 Institution of Higher Education

9 3/8, 2010

By 
Vice-President, ADMIN SRVS
Ann-Marie Gabel
Type or Print Name

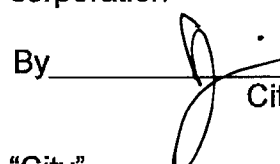
12 _____, 20__

By _____
Secretary
Type or Print Name

15 "Contractor"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 3.29, 2010

By  Assistant City Manager
City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

19 "City"

21 The foregoing Contract is hereby approved as to form this 16th day of
22 March, 2010.

23 ROBERT E. SHANNON, City Attorney

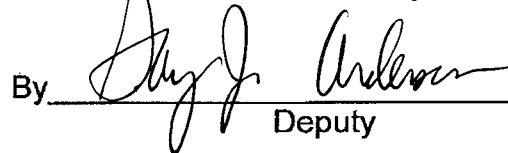
24 By 
25 Deputy
26

EXHIBIT A

Cleared
Dist. WIA 12/30/09

WIA SUBGRANT AGREEMENT

REGISTRATION NO: K074146
MODIFICATION NO: 04
SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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

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

GOVERNMENTAL ENTITY: YES

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

Funding Detail Chart
Title I-A (ARRA ADULT 15%)

Exhibit AA, pages 1 through 1
Exhibit RR, pages 1 through 1

WIA/ARRA 15% Clean Energy Project

ARRA 2009 Program Narrative Exhibit A 3 Pages

ALLOCATION(s):	PRIOR AMOUNT:	\$6,509,855.00
The Subgrantor agrees to reimburse the Subgrantee	INCREASE/DECREASE:	\$100,000.00
not to exceed the amount listed hereinafter "TOTAL":	TOTAL:	\$6,609,855.00

TERMS OF AGREEMENT: From 04/01/2009 to 06/30/2011 Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate WIA/ARRA 15% funds into grant code 127 for the Clean Energy Project with term date of October 1, 2009 to June 30, 2011.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Bob Hermsmeier

Unilateral modification. Subgrantee Signature not required.

Name and Title
BOB HERMSMEIER
CHIEF
WORKFORCE SERVICES DIVISION

Name and Title

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

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

Gabrielle Long
Signature of EDD Accounting Officer

for Karen Stetson
Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: K074146
MODIFICATION NO: 04

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-A: WIA-ADULT				
96710 ARRA ADULT 15% (127) : 10/01/2009 to 06/30/2011 Prog/Element 61/ 40 Ref 001 Fed Catlg 417258	\$0.00	\$100,000.00	\$0.00	\$100,000.00
96150 WIA TITLE I ADULT FORMULA (201) : 07/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$345,803.00	\$0.00	\$0.00	\$345,803.00
98280 WIA TITLE I ADULT FORMULA (202) : 10/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$1,646,460.00	\$0.00	\$0.00	\$1,646,460.00
96290 TITLE I 15% ADULT SPEC PR (442) CDCR : 10/01/2009 to 09/30/2010 Prog/Element 61/ 60 Ref 001 Fed Catlg 417258	\$330,193.00	\$0.00	\$0.00	\$330,193.00
TOTAL TITLE I-A	\$2,322,456.00	\$100,000.00	\$0.00	\$2,422,456.00
TITLE I-D: WIA-DISLOCATED WORKERS				
96210 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2009 to 06/30/2010 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$76,299.00	\$0.00	\$0.00	\$76,299.00
98420 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2009 to 06/30/2010 Prog/Element 61/ 70 Ref 001 Fed Catlg 417260	\$228,897.00	\$0.00	\$0.00	\$228,897.00
96200 TITLE I DISLOCATED WORKER (499) : 04/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$505,111.00	\$0.00	\$0.00	\$505,111.00
96200 TITLE I DISLOCATED WORKER (501) : 07/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$0.00	\$0.00	\$0.00	\$0.00
98210 TITLE I DISLOCATED WORKER (502) : 10/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417260	\$1,275,413.00	\$0.00	\$0.00	\$1,275,413.00
TOTAL TITLE I-D	\$2,085,720.00	\$0.00	\$0.00	\$2,085,720.00
TITLE I-Y: YOUTH				
96100 WIA TITLE I YOUTH FORMULA (301) : 04/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,101,679.00	\$0.00	\$0.00	\$2,101,679.00
TOTAL TITLE I-Y	\$2,101,679.00	\$0.00	\$0.00	\$2,101,679.00
GRAND TOTAL:	\$6,509,855.00	\$100,000.00	\$0.00	\$6,609,855.00

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.

EXHIBIT COVER SHEET

SUBGRANT NO: K074146
MODIFICATION NO: 04

EXHIBIT RR
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: RENEWABLE FUEL ARRA 61.40 127

TERM OF THESE FUNDS: 10/01/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

The purpose of this modification is to incorporate \$100,000 of WIA/ARRA 15% funds into grant code 127 for the Clean Energy Project. This project has total funding of \$500,000 from WIA/ARRA 15% and Energy Commission/AB 118. The term of this project is from 10/1/09 to 6/30/11.

This modification will allow you to begin allowable activities based on your project proposal as early as 10/1/09. However, the grant funds available are limited to 10% of the total award.

Alt. & Renewable Fuel & Vehicle Tech Workforce Devlp & Trng	
K074146 WIA/ARRA 15%	-GC 127-\$ 100,000-CFDA #17.258
K077113 EC AB 118	-GC 804-\$ 400,000-No CFDA #

Total	\$ 500,000

You must submit a modification incorporating project specific exhibits to this agreement within 60 days of the execution date before additional grant funds will be released. Your Regional Advisor will work with you to complete the agreement exhibits.

During the interim, as the agreement is refined, you must ensure that all activities are allowable uses of the funds as stated in the Solicitation for Proposal and your original proposal as governed by the WIA and ARRA and their associated federal regulations, State and federal directives, and federal Office of Management and Budget (OMB) Circulars.

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.

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

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

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

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

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

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

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

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

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

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

SUBGRANT AGREEMENT

REGISTRATION NO: K077113
 MODIFICATION NO: NEW
 SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

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

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

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee.

This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

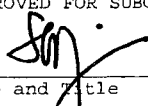
- Funding Detail Chart Exhibit AA, pages 1 through 1
- Title V-Z (OTHER PROGRAMS) Exhibit PP, pages 1 through 1
- Energy Commission AB 118 - Clean Energy Project
- General Provisions Exhibit D 13 Pages

APPROVED AS TO FORM
December 15, 2009
 ROBERT E. SHANNON, City Attorney
 By Gary J. Anderson
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

ALLOCATION(s): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	PRIOR AMOUNT: \$0.00 INCREASE/DECREASE: \$400,000.00 TOTAL: \$400,000.00
--	--

TERMS OF AGREEMENT: From 10/01/2009 to 06/30/2011	Terms of Exhibits are as designated on each exhibit
--	---

PURPOSE: To initiate the PY 2009/10 subgrant and incorporate Energy Commission/AB 118 funds into grant code 804 for the Clean Energy Project with term date 10/1/09 to 6/30/11.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature)  Assistant City Manager
Name and Title BOB HERMSMEIER CHIEF WORKFORCE SERVICES DIVISION	Name and Title EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. PATRICK H. WEST CITY MANAGER
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: K077113
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE V-Z:				
96550 OTHER PROGRAMS (804) EC-AB118 : 10/01/2009 to 06/30/2011 Prog/Element 61/35 Ref 001 Fed Catlg	\$0.00	\$400,000.00	\$0.00	\$400,000.00
TOTAL TITLE V-Z	\$0.00	\$400,000.00	\$0.00	\$400,000.00
GRAND TOTAL:	\$0.00	\$400,000.00	\$0.00	\$400,000.00

EXHIBIT COVER SHEET

SUBGRANT NO: K077113
 MODIFICATION NO: 00

EXHIBIT PP
 Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH
 FUNDING SOURCE: AB 118 RENEWABLE 61.40 804

TERM OF THESE FUNDS: 10/01/2009 TO: 06/30/2011

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

PROGRAM NARRATIVE

The purpose of this action is to initiate this new Program Year (PY) 2009/10 subgrant agreement for the Clean Energy Project. This project has total funding of \$500,000 from WIA/ARRA 15% and Energy Commission/AB 118. This initial subgrant agreement provides \$400,000 of Energy Commission/AB 118 funds into grant code 804. The term of this agreement is from 10/1/09 to 6/30/11.

This initial agreement will allow you to begin allowable activities based on your project proposal as early as 10/1/09. However, the grant funds available are limited to 10% of the total award for the PY 2009/10.

Atl. & Renewable Fuel and Vehicle Tech Workforce Develop.
 K074146 WIA/ARRA 15% -GC 127-\$100,000-CFDA #17.258
 K077113 EC AB 118 -GC 804-\$400,000-No CFDA #

 Total \$500,000

You must submit a modification incorporating project specific exhibits (listed below) to this initial agreement within 60 days of the execution date before additional grant funds will be released. Your Regional Advisor will work with you to complete the agreement exhibits to include:

Project Narrative	Participant Plan
Expenditure Plan	Proposal Work Plan
Partner Roles and Responsibilities	
Target Group Planning Chart	Budget Plan
Supplemental Budget Plan for Equipment (if necessary)	

During the interim, as the agreement is refined, you must ensure that all activities are allowable uses of the funds as stated in the Solicitation for Proposal and your original proposal as governed by its associated federal regulations, State and federal directives, and federal Office of Management and Budget (OMB) Circulars.

 | 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.

EXHIBIT D
General Provisions

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the City of Long Beach, hereinafter the Subgrantee. The Subgrantor is administering this subgrant in support of the State of California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program, and the requirements of Assembly Bill (AB) 118. The Subgrantee agrees to operate a program in accordance with the provisions of this subgrant. For purposes of this Exhibit D, the term "vendor" refers to those entities defined as such by OMB Circular A-133.

1. STANDARDS OF PERFORMANCE

The Subgrantee shall be responsible in the performance of the Subgrantee/vendor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. The Subgrantee/vendor and not the Subgrantor shall bear any costs for failure to meet these standards, or otherwise defective services, which require reperformance as directed by the Subgrantor or its designee. In the event the Subgrantee/vendor fails to perform in accordance with the above standard, the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Subgrantor may have under law.

- A. The Subgrantee/vendor will reperform, at its own expense, any task that was not performed to the Subgrantor's reasonable satisfaction. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. The Subgrantee/vendor shall work any overtime required to meet the deadline for the task at no additional cost to the Subgrantor.
- B. The Subgrantor shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Subgrantor directs the Subgrantee/vendors not to reperform a task, the Subgrantor and the Subgrantee/vendors shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Subgrantor's right to reimbursement.

2. RECORDKEEPING AND INSPECTION OF RECORDS

The Subgrantee shall retain backup source documentation for audit purposes, and make the documentation available to the Subgrantor, its designees, the Energy Commission and the Federal government upon request. The Subgrantee's accounting records must be supported by documentation that includes but is not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents. The Subgrantee agrees to maintain records that directly pertain to, and involve transactions relating to, this Agreement for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Subgrantee shall include appropriate provisions in each of its subawards to secure adequate backup

documentation to verify all subgrantee and vendor services and expenses invoiced for payment under this Agreement.

The Subgrantee agrees that it shall permit the State of California, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of the Subgrantee or any of its subgrantees or vendors regarding the activities funded. The Subgrantee shall include this provision in all of its agreements with its subgrantees, and vendors from whom it acquires goods or services in its execution of this work.

3. SUBAWARDS

- A. Nothing contained in this Agreement or otherwise shall create any contractual relation between the Subgrantor and any of the Subgrantee's subgrantees or vendors, and no agreement shall relieve the Subgrantee of its responsibilities and obligations under this Agreement. The Subgrantee agrees to be as fully responsible to the Subgrantor for the acts and omissions of its subgrantees, vendors, and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subgrantee. The Subgrantee's obligation to pay its subgrantees and vendors is an independent obligation from the Subgrantor's obligation to make payments to the Subgrantee. As a result, the Subgrantor shall have no obligation to pay or to enforce the payment of any monies from the Subgrantee to any of its subgrantees or vendors.
- B. The Subgrantee shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of its subgrantees and vendors for work performed in accordance with the terms of this Agreement. The Subgrantee shall be responsible for: 1) scheduling and assigning its subgrantees and vendors to specific tasks in the manner described in this Agreement; 2) coordinating the Subgrantees's accessibility to Subgrantor staff; and 3) submitting completed products to the Subgrantor.
- C. All subawards shall contain the following:
 - 1. The Recordkeeping and Inspection of Records paragraph of this Agreement.
 - 2. Provisions recognizing the applicability of the funding limitations contained within AB 118.

4. REPORTS AND INFORMATION DISCLOSURE

The Subgrantee shall submit to the Subgrantor all reports the Subgrantor requires which include: expenditure and participant data along with any progress, annual and final reports.

- A. **Ownership:** Each report shall become the property of the Subgrantor/ Energy Commission.

- B. **Non-disclosure:** The Subgrantee will not disclose data or disseminate the contents of the final or any progress report without written permission of the Energy Commission and the Subgrantor, except as provided in D, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission or the Subgrantor relating to the same shall not authorize the Subgrantee to further disclose and disseminate the information on any other occasion. The Subgrantee will not comment publicly to the press or any other media regarding its report, or the Energy Commission's actions on the same, except to the Energy Commission staff, the Subgrantor or the Subgrantee's own personnel involved in the performance of this contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of the Subgrantee or the content of any preliminary or final report, the Subgrantee may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- C. **Confidentiality:** Neither the Subgrantee, its employees, or any tier of subgrantees may disclose any record that has been designated as confidential or is the subject of a pending application of confidentiality, except as provided in 20 California Code of Regulations (CCR), Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 CCR, Sections 2501, et seq.). At the election of the Subgrantor, the Subgrantee's employees, and any subgrantee shall execute a "Confidentiality Agreement," supplied by the Energy Commission. Each subaward shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- D. **Disclosure:** Ninety (90) days after any document submitted by the Subgrantee is deemed by the Energy Commission's Contract Manager to be a part of the public records of the State, the Subgrantee may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, subgrantors, and subgrantees make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Energy Commission passed upon the accuracy or adequacy of the information in this report. "

COPYRIGHT NOTICE

©(YEAR OF FIRST PUBLICATION OF DELIVERABLE)
(THE COPYRIGHT HOLDER'S NAME)
ALL RIGHTS RESERVED

5. CONTRACT DATA, OWNERSHIP RIGHTS

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Subgrantor/Energy Commission and shall belong to the Subgrantor/Energy Commission.
- C. "Proprietary data" is such data as the Subgrantee has identified in a satisfactory manner as being under Subgrantee's control prior to commencement of performance of this Agreement, and which Subgrantee has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Subgrantee throughout the term of this Agreement and thereafter. The extent of the Subgrantor/Energy Commission access to and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Subgrantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Subgrantee in the performance of this Agreement at the Subgrantor/Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Subgrantor/Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Subgrantee by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Subgrantee shall preserve the same in a form which may be introduced as evidence in a court of law at Subgrantee's own expense for a period of not less than three years after receipt by the Subgrantor/Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Subgrantee shall notify the Subgrantor/Energy Commission of any contemplated action and the Subgrantor/Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Subgrantor/Energy Commission so elects, the expense of

further preserving data shall be paid for by the Subgrantor/Energy Commission. Subgrantee agrees that the Subgrantor/Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Subgrantee agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

6. **PURCHASE OF EQUIPMENT**

No equipment is to be purchased with under this Agreement.

7. **PUBLIC HEARINGS**

If public hearings on the scope of work are held during the period of the Agreement, Subgrantee will make available to testify the personnel assigned to this Agreement. The Subgrantor/Energy Commission will reimburse Subgrantee for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.

8. **RIGHT OF PARTIES REGARDING INTELLECTUAL PROPERTY**

The Subgrantor/Energy Commission reserves all rights to use, modify, translate, publish, reproduce, display, disseminate and dispose of all deliverables under this Agreement.

9. **CONFIDENTIALITY**

The State of California and the Subgrantee will exchange various kinds of information pursuant to this 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 security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Subgrantee agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.

- 1) Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
- 2) Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
- 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

D. Each parties agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the the public.

E. The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigation or security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

F. The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information 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.

- I. 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.
- J. 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.
- K. If the 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.
- L. 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 CalJOBSSM. Subgrantee shall ensure that all such subcontracts comply with the intellectual provisions of paragraph 8 of this Agreement, the confidentiality requirements of paragraph 9 of this Agreement and any other terms of this Agreement 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 AES¹ 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 CalJOBSSM, social security numbers must be destroyed within two days after the client registers for CalJOBSSM. 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.
 - 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 CalJOBSSM, 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 CalJOBSSM, 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 subcontractor modifies State automated systems such as the State CalJOBSSM 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.

M. 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: Denise Miller
Title: Workforce Collaborative Section Manager
Address: P.O. Box 826880, MIC 88
Sacramento, CA 94280-0001
Telephone: (916) 654-7988
Fax: (916) 653-2467

FOR THE SUBGRANTEE

Name: Bryan S. Rogers
Title: WIB Executive Director
Telephone: 562.570.3701
Fax: 562.570.3704

10. **DISPUTES**

In the event of an Agreement dispute or grievance between the Subgrantee and the Subgrantor/Energy Commission, all parties shall follow the procedure below. The Subgrantee shall continue with the responsibilities under this Agreement during any dispute.

A. Energy Commission Dispute Resolution

The Subgrantee shall first discuss the problem informally with the Subgrantor/Energy Commission. If the problem cannot be resolved at this stage, the Subgrantee must direct the grievance together with any evidence, in writing, to the Subgrantor/Energy Commission. The grievance must state the issues in the dispute, the legal authority or other basis for the Subgrantee's position, and the remedy sought. The Subgrantor/Energy Commission must make a determination on the problem within ten (10) working days after receipt of the written communication from the Subgrantee. The Subgrantor/Energy Commission shall respond in writing to the Subgrantee, indicating a decision and explanation for the decision. Should the Subgrantee disagree with the decision, the Subgrantee may appeal to the Executive Director of the Energy Commission.

The Subgrantee must prepare a letter indicating why the decision is unacceptable, attaching to it the Subgrantee's original statement of the dispute with supporting documents, along with a copy of the response. This letter shall be sent to the Subgrantor/Energy Commission's Executive Director within ten (10) working days from receipt of the decision. The Executive Director or designee shall meet with the Subgrantee to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Subgrantee within twenty (20) working days of receipt of the Subgrantee's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Subgrantee disagree with the Executive Director's decision, the Subgrantee may appeal to the Energy Commission at a regularly scheduled business meeting. The Subgrantee will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

11. **TERMINATION**

The parties agree that because the Subgrantor/Energy Commission are state entities, they must be able to immediately terminate the Agreement upon the default of Subgrantee, and to proceed with the work required under the Agreement in any manner the Subgrantor/Energy Commission deems proper. The Subgrantee specifically acknowledges that the Subgrantor/Energy Commission's unilateral termination of the Agreement under the terms below is an essential term of the Agreement, without which the Subgrantor/Energy Commission will not enter into the Agreement. The Subgrantee further agrees that upon any of the events triggering the Subgrantor/Energy Commission's unilateral termination the Agreement, the Subgrantor/Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Subgrantee to interfere with the immediate termination of the Agreement by the Subgrantor/Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Subgrantee of the conditions set forth in this Agreement, the Subgrantor/Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Subgrantee. In such event, the Subgrantor/Energy Commission shall pay the Subgrantee only the reasonable value of the services rendered by the Subgrantee prior to termination, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Inability of the Subgrantee to pay its debts as they become due and/or the Subgrantee's default of an obligation that impacts its ability to perform under this Agreement; or
- 3) Determination by the Subgrantor/Energy Commission or the Energy Commission Executive Director after notice and hearing that the Subgrantee or any agent or representative of the Subgrantee offered or gave gratuities to any officer or employee of the Subgrantor/Energy Commission, with a view toward securing an Agreement or favorable treatment with respect to awarding, amending, or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Subgrantor/Energy Commission policy such that the work or product being funded would not be supported by the Subgrantor/Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Subgrantor/Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel who fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Subgrantor/Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Subgrantee. In such event, the Subgrantee agrees to use all reasonable efforts to mitigate the Subgrantee's expenses and obligations hereunder. Also, in such event, the Subgrantor/Energy Commission shall pay the Subgrantee for all satisfactory services rendered and expenses incurred within 30 days of notice of termination that the Subgrantee could not have avoided by reasonable efforts, but not in excess of the maximum payable under this Agreement.

- 1) All notices of termination must be in writing and be delivered personally, overnight mail, 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, overnight mail receipt to the person identified below, or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

Bryan S. Rogers WIB Executive Director
3447 Atlantic Ave. Long Beach, CA 90807

Notices to the Subgrantor will be addressed to:

Denise Miller
Workforce Collaborative Section
Deputy Director's Office
Workforce Services Branch
Employment Development Department
P. O. Box 826880, MIC 88
Sacramento, CA 94280-0001

12. **ENFORCEABILITY**

The Subgrantee agrees that if it or one of its subgrantees or vendors fails to comply with all applicable Federal and State requirements governing the use of the funds provided by AB 118, the Subgrantor/Energy Commission may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Subgrantor/Energy Commission under all applicable State and Federal laws.

13. **WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, meaning in addition to every other remedy provided therein or by law. The failure of the Subgrantor/Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Subgrantee of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the

right of the Subgrantor/Energy Commission to thereafter enforce each and every such provision.

14. **CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

15. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

16. **NOTICE**

Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in paragraph 11 of this Agreement for legal notices.

Delivery by fax or e-mail is not considered legal notice for the purpose of this clause. This paragraph is not intended to apply to normal, daily communication between the parties related to progress of the work. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

17. **STOP WORK**

The Subgrantor/Energy Commission may, at any time, by written notice to the Subgrantee, require the Subgrantee to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, and misrepresentations.

- A. Compliance: Upon receipt of such stop work order, the Subgrantee shall immediately take all necessary steps to comply with the order and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment: The Subgrantor/Energy Commission shall make an equitable adjustment based upon the Subgrantee's written request. The Subgrantee must make such adjustment request within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order: The Subgrantee shall resume the stopped work only upon receipt of written instructions from the Subgrantor/Energy Commission's Contract Officer canceling the stop work order.

18. **BUSINESS ACTIVITY REPORTING**

Subgrantee shall promptly notify the Subgrantor of the occurrence of any of the following:

- A. A change of address.
- B. A change in the business name or ownership.
- C. The existence of any litigation or other legal proceeding affecting this Agreement.
- D. The occurrence of any casualty or other loss to Project personnel, equipment or third parties.
- E. Subgrantees receipt of notice of any claim or potential claim against Subgrantee for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Subgrantor/Energy Commission's rights.

19. **ACCESS TO SITES AND RECORDS**

The Subgrantor/Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

20. **AMENDMENTS**

- A. This Agreement may be amended to make changes, including without limitation: additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code section 10335, Government Code section 11010.5 and the State Contract Manual. Amendments may require prior written approval from Energy Commission/DOE.
- B. The Subgrantee acknowledges that provisions included in this Agreement pursuant to Federal or State law, regulation or policies are subject to change. The Subgrantee agrees to comply with any amendments that the Subgrantor/Energy Commission makes to this Agreement to comply with Federal or State law, regulation, or policy.
- C. Amendments

The Subgrantor may approve changes to this Agreement, including changes required to comply with Federal or State law, regulation, or policy through unilateral modification (Subgrantor signature only) of the Agreement.

AUTHORIZED SIGNATURE

Pursuant to the Charter of the City of Long Beach, 1980 Revised Edition, the City is a Council-Manager municipal form of government. According to Article III, Section 300 of the Charter, the "City Council shall appoint a City Manager who shall be the chief administrative officer of the City." Article III, Section 302(b) states that one of the duties of the City Manager is "to see that all laws, ordinances, orders, resolutions, contracts, and franchises are enforced and executed." Furthermore, Article XVIII, Section 1800, states, "the City shall not be and is not bound by any contract, except as otherwise provided herein, unless the same is made in writing, by order of the City Council and signed by the City Manager or by another officer authorized by the City Manager."

To be in compliance with the City Charter, the City Manager, or his designee, is the individual authorized to sign all contracts, contract amendments, contract modification so ordered by the City Council for the City of Long Beach.

PATRICK H. WEST
CITY MANAGER
CITY OF LONG BEACH

SUBGRANTEE TAX IDENTIFICATION INFORMATION

To be completed for each Workforce Investment Act (WIA) subgrantee.

Return to:

Attention: *Contracts Analyst
Financial Management Unit
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001*

Subgrantee Name City Of LONG BEACH

Subgrantee Address 333W. Ocean Blvd

LONG BEACH, CA 90807

Subgrantee JTA Code (3 letters) LBC

Employer Identification Number (EIN)/Federal Tax Identification Number
(Refer to www.irs.gov)

[REDACTED]

Person to contact regarding this form MELU HABACON

Phone Number (562) 570-3744

Date 12/11/09

Subgrantee Information Change Form – Type 1

 LWIA

 Non-LWIA

Entity Name		Entity Site Address		
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK		3447 ATLANTIC AVE. LONG BEACH, CA 90807		
Entity Mailing Address		Main Public Phone		
www.pacificgatewayworkforce.com		562.570.4700		
Entity Director/Administrator				
Salutation	First	MI	Last	Title
MR.	BRYAN		ROGERS	EXEC. DIRECTOR
Address		3447 ATLANTIC AVE. LONG BEACH, CA 90807		
Phone 562.570.3701		Fax 562.570.3704		E-Mail Address Bryan.Rogers@longbeach.gov

Entity Director/Administrator Alternate				
Salutation	First	MI	Last	Title
MR.	KC		NASH	WORKFORCE BOARD OFFICER
Address		3447 ATLANTIC AVE. LONG BEACH, CA 90807		
Phone 562.570.3678		Fax 562.570.3704		E-Mail Address KC.Nash@longbeach.gov

LWIA Only:

Local Workforce Investment Board Chair

Salutation	First	MI	Last	Title
MR.	SHAUN		LUMACHI	BOARD CHAIR
Board Name		PACIFIC GATEWAY WORKFORCE INVESTMENT BOARD		
Address		3447 ATLANTIC AVE. LONG BEACH, CA 90807		
Phone 562.570.3701		Fax 562.570.3704		E-Mail Address Shaun@chamberadvocacy.biz

Chief Elected Official

Salutation	First	MI	Last	Title
MR.	PATRICK		WEST	CITY MANAGER
Organization Name		CITY OF LONG BEACH		
Address		333 W. OCEAN BLVD. LONG BEACH, CA 90802		
Phone 562.570.6916		Fax 562.570.7650		E-Mail Address Patrick.West@longbeach.gov

Please check applicable entity type:

 Government Entity

 State Agency

 Private Entity

PATRICK H. WEST

Printed Name

CITY MANAGER

Title

Signature

Date

Subgrantee Information Change Form – Type 2

Entity Name (required for database identification)	
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK	

Management Information System Administrator				
Salutation	First	MI	Last	Title
MS.	DAWN		SWANN	MIS COORDINATOR
Address 3447 ATLANTIC AVE. LONG BEACH, CA 90807				
Phone 562.570.3736		Fax 562.570.3704		E-Mail Address Dawn.Swann@longbeach.gov

Management Information System Alternate				
Salutation	First	MI	Last	Title
MS.	MELU		HABACON	CONTRACTS & PROCUREMENT COORDINATOR
Address 3447 ATLANTIC AVE. LONG BEACH, CA 90807				
Phone 562.570.3744		Fax 562.570.3704		E-Mail Address Melu.Habacon@longbeach.gov

Fiscal Administrator				
Salutation	First	MI	Last	Title
MS.	JUDY		CHEN-LEE	OPERATIONS OFFICER
Address 3447 ATLANTIC AVE. LONG BEACH, CA 90807				
Phone 562.570.3732		Fax 562.570.3704		E-Mail Address Judy.Chen-Lee@longbeach.gov

Fiscal Administrator Alternate				
Salutation	First	MI	Last	Title
MR.	GARY		STOPPELMOOR	ACCOUNTANT
Address 3447 ATLANTIC AVE. LONG BEACH, CA 90807				
Phone 562.570.3737		Fax 562.570.3704		E-Mail Address Gary.Stoppelmoor

LWIA Only:				
Rapid Response Coordinator				
Salutation	First	MI	Last	Title
MS.	DEBBIE		MARSHALL	PROGRAM MANAGER
Address 3447 ATLANTIC AVE. LONG BEACH, CA 90807				
Phone 562.570.4724		Fax 562.570.3794		E-Mail Address Debbie.Marshall@longbeach.gov

EXHIBIT B

STATEMENT OF WORK GREEN VEHICLE TECHNICIAN TRAINING PROGRAM

SUBCONTRACTOR: Long Beach Community College District
4901 East Carson St.
Long Beach, CA 90808
(Hereinafter referred to as "Subcontractor")

CONTRACT TERM: October 1, 2009 – June 30, 2011

CONTRACT AMOUNT: Not to exceed \$390,000

NUMBER SERVED: Approximately 210 Participants

FUNDING AGENCY: City of Long Beach, Administrative Entity of the
Pacific Gateway Workforce Investment Network

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Network), through its one-stop career centers, coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. Long Beach Community College District (LBCCD) herein after referred to as Subcontractor, shall administer the program services described herein on behalf of the Network.

I. **PROJECT SUMMARY:**

The Green Vehicle Technician Program (Program) will prepare eligible individuals for entry-level employment as green vehicle service technicians. Participants will be trained in a four-week training and then provided with job search assistance. After the entry-level participants have become employed, they will have an opportunity to further enhance their recent skills by selecting one of three specialty green vehicle mechanical trainings. Upon completion of the specialty training, participants will have the skills to progress into higher paying jobs. The Program will also offer specialty training to individuals that have prior work experience as a vehicle service technician or mechanics to enhance their skills. Additionally, incumbent (existing) workers will be trained in order to retain employment and meet the demand of the Green Vehicle Mechanic Industry.

The Program will serve 210 persons across four distinct segments of the Network's customer base: low-skilled, unemployed residents; recently dislocated workers with transferable skills; recently returned veterans; and incumbent workers in the industry. The Program is a partnership, linking activities and resources with educational institutions, community-based/nonprofit agencies, and numerous employers in the region. The local partners will create a seamless system of service delivery for the participating customers, complementing the services available at the Network's career centers in Long Beach, Torrance, Lomita and Signal Hill.

II. **FUNDING:**

The Subcontractor shall be paid an amount not to exceed \$390,000. These funds will be available on a cost-reimbursement basis as detailed in the Project Budget attached hereto. Funds available in support of this agreement are made possible through an award from the State of California, American Recovery and Reinvestment Act and the California Energy Commission General Fund.

III. RESPONSIBILITIES:

1. Outreach/Recruitment

Both Network and Subcontractor are responsible for ensuring that the enrollment goal of 210 participants is met as a result of outreach and recruitment efforts. Subcontractor will be responsible to identify employers and arrange customized training (not possible under this grant) for 150 incumbent workers.

2. Technical Assistance

Network shall provide program and administrative assistance to subcontractor to ensure that project goals are met. This includes grant overview, Network policies overview and training, e-file training in the Virtual One-Stop (VOS) and any other technical assistance the subcontractor may need.

3. Oversight and Monitoring

Network will conduct oversight and monitoring during the course of the project. The Network will notify subcontractor of all evaluation and monitoring dates. Upon completion of review, Network will provide a report to the subcontractor and will allow for the subcontractor to submit a Corrective Action Plan, if necessary for the fulfillment of grant obligations.

4. Orientation

Network must provide program orientation to interested participants. The orientation must include an overview of the program and information on the full array of services available, including services provided by collaborating partners, information about high-growth, high-wage sector initiatives, applicable policies and procedures, and requirements for participation. Subcontractor must document orientation attendance and receipt of policies and procedures in each participant's electronic file (VOS) upon enrollment.

5. Eligibility / Initial Certification

Network is responsible for initial determination of Workforce Investment Act (WIA) eligibility for all participants whom the Network plans to enroll in the program. The Network, as well as the Subcontractor are responsible for verifying all necessary supporting eligibility documents, gathering signatures, and ensuring that all required Management Information Systems (MIS) forms are completed. Completed MIS forms, must be maintained in the participant electronic file. Network Employment Specialists will be responsible for VOS case notes. Services may not be provided to the participant until Network staff/representative has certified the applicant to be eligible and has authorized Subcontractor to enroll him/her.

6. Initial Assessment

The Network is responsible for conducting initial assessments, which will include a one-on-one intake interview in which education, training,

employment, transferable skills, and supportive services goals are reviewed. The Network will provide CASAS test scores, for participants who do not have a 4-year college degree, and "Prove It" - Mechanical Test scores. Subcontractor will refer interested participants to one of the four PGWIN locations for the initial assessment. In addition, participants may complete self-paced personal skills, interests and work importance inventories in VOS. Comprehensive information on job accommodations (physical and psychiatric) that may involve modifying the work environment or adaptive equipment is also available through O*NET online.

7. MIS Enrollment and Goals

Network and Subcontractor are both responsible for ensuring that participant overall enrollment goals are met, however, the Subcontractor will be responsible for identification and referral of 150 incumbent workers to the Program. Enrollment decisions will be made based on the participant's eligibility and ability to benefit from the program activities. MIS enrollment forms must be completed in VOS for submission to the Network's MIS Unit within five (5) days of providing initial services to participants.

8. Case Management / Student Progress Evaluation

Network will provide case management services to participants. Case management services include, but are not limited to: developing a specific activity for completion of planned program goals to ensure performance; developing and maintaining an Individual Employment Plan (IEP) in partnership with participants; individual counseling, academic advising, evaluation and analysis of training program; documentation of services and progress to ensure achievement of goals and objectives; and completion of all required customer tracking processes. The Subcontractor will email an updated report every Friday to reflect participant progress: 1) participants name, last 4 numbers of social security, 2) referral source, 3) training type, start date, attendance, completion date, and 4) additional training after placement. The Network and Subcontractor will share employment information to include employer name and address, start date, hours, wage and job title and to report quarterly follow up after placement. The Network will provide updates in VOS. Subcontractor will provide Certificate of Completions for training.

9. Training

Subcontractor will provide 4 (4-week) cohort classes for 20 participants in Green Infused Vehicle Maintenance Technician (GVMT)/ Safety Classes. GVMT classes will train participants in green infused lube, brake, and Tire, Green Diesel and after treatments. Safety classes will include training in Hazmat/OSHA, Hybrid Safety, CNG Safety, and CNG Cylinder Safety Inspection. The Subcontractor will provide 3 Green Specialty Tracks: Gaseous Fuels, Electric Hybrid Vehicle, and Clean Diesel.

Subcontractor will identify employers and make arrangements to train 150 incumbent workers in the Green Vehicle Mechanic Industry with the

purpose to meet the employer's demands in this industry and prevent the employee from job loss due to a lack of emerging skills required by the industry.

10. Assess Training Outcomes

Subcontractor must, prior to the end of the program, submit all outcomes to Network staff as appropriate to the training provided. These outcomes may include, but not be limited to, enrollment, training completion rate, placement rate, educational attainment, and participant wages.

11. Job Placement

The Network and Subcontractor will coordinate employment opportunities, initiate employment application process. In addition, Subcontractor will evaluate progress toward placement and confirm participants' employment status.

12. Exit and Follow-up Services

The Network will provide follow-up services for a minimum of six (6) months after exit from the program. These services include but are not limited to ongoing case management and supportive services as needed.

13. Other Activities

- Subcontractor will be required to participate as an active and vested partner in mandatory meetings, trainings, and staff development sessions, including quarterly meetings of collaborating partners.
- Subcontractor must ensure that appropriate and responsible staff is provided copies of Subcontractor's executed Subcontract/Statement of Work for reference.
- Subcontractor must ensure that appropriate and responsible staff is registered for the Network's e-notify system, to ensure that all Information Bulletins and Policy Directives are received in a timely manner and that information is shared with appropriate Subcontractor staff.

IV. Notice and Communication Requirements

1. Where materials indicate that the Subcontractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subcontractor shall be identified. If the Contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800-735-2922) shall be used as an alternative.
2. For information and services accessed electronically, Subcontractor shall establish a procedure, which assures that the notice requirements of Title 29 CFR Part 37 are met.
3. Distributed publications, broadcasts, and other communications, which promote WIA/ARRA programs or activities, shall include the following:

This ARRA financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate TDD/TTY number)

4. Subcontractor shall provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subcontractor. Subcontractor shall include the following on all fliers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subcontractor.

Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate TDD/TTY number)

V. PROGRAM PERFORMANCE STANDARDS

Performance measures are set forth by the State of California, Employment Development Department. Continuation of funding will be contingent upon attainment of the following performance outcomes:

A	B	C
Performance Goals Description	Total Participants	Performance Goals (%)
1. Total Participants to be Served	210	
2. Placement in Education or Training	210	100%
a. Entered career technical training program	50	
b. Entered postsecondary education program	50	
c. Entered pre-apprenticeship program	0	
d. Entered apprenticeship program	0	
e. Entered customized employer-based training	150	
3. Completed Training	169	80%
a. Completed career technical training program	49	
b. Completed postsecondary education program	0	
c. Completed pre-apprenticeship program	0	
d. Completed industry-identified certificate	120	
e. Completed industry-identified soft skills program	49	
f. Other (describe)	0	
4. Attained Recognized Certificate/Degree	48	70%
5. Placed in Unsubsidized Employment	154	73%
a. Training related	134	
6. Retained Employment (6 months)	125	81%

VI. CONTRACT MANAGEMENT

The Network shall compare on a quarterly basis, planned program performance and expenditure levels with actual program performance and expenditures levels. If Subcontractor is 10% or more below planned performance levels and/or expenditure levels at the end of the quarter or any quarter thereafter, Subcontractor shall implement a Corrective Action Plan for review and approval by the Network. Underperformance at the end of the second quarter or any quarter thereafter, shall permit the Network to unilaterally cancel this contract or, in the alternative, deobligate funds up to the amount of the under expenditure/underperformance. Actual program performance analysis will be based on a review of planned levels as documented in this Statement of Work. Actual expenditure level analysis will be based on a review of planned levels as documented on the Subcontractor's Budget.

VII. RECORD KEEPING AND REPORTING REQUIREMENTS

A. Records Maintenance:

1. Subcontractor agrees to maintain records to document all costs, direct and indirect, in-kind and cash match amounts incurred under this contract to account for all program funds received and incurred. All records shall be kept for a period of seven (7) years from the date final payment is made under this contract.
2. Subcontractor shall maintain the confidentiality of any information regarding the participants that may be obtained through documents from public agencies, counselors, or any other source. Without permission of the Network, such information shall be divulged only as necessary for the performance or evaluation of this contract and only to persons having responsibility under this contract.
3. All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to review / monitoring and are to be made available during regular business hours to appropriate City, State, and Federal agencies / representatives or designees for inspection on an as-needed basis. Subcontractor shall also provide reasonable and timely access to personnel for the purpose of interviews and discussion related to training and services provided under this contract.
4. Network will maintain an e-file for each participant. The documents are to be maintained according the Network's "Learning Lab."

Minimum requirements for file documentation may change according to Network / City policies and procedures. In addition, requirements for file documentation may also change according to WIA/ARRA regulations, directives, bulletins, policies, procedures, and amendments.
5. Subcontractor is required to maintain all program and fiscal records for a minimum of seven (7) years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the

purpose of audit, examination, excerpts, and transcription must be made available. Records retained for seven (7) years may not be destructed unless approved by the Network in writing.

B. Financial Reporting/Invoicing

1. Subcontractor will ensure that all billing information and invoices are submitted on a monthly basis to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Marian Young.
2. Subcontractor will further ensure that invoices are submitted on the 15th of each month and are in compliance with the Project Budget. If the 15th of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before.
3. Subcontractor funds will not exceed \$390,000 of American Recovery and Reinvestment Act and/or AB 118 funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget for each funding source. Supporting documentation is required to justify reimbursements.
4. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
5. Invoices will also contain a record of the Subcontractor's in-kind contributions, if there are any, as stated in the Project Budget.
6. Subcontractor may exceed cost categories by no more than 10%, provided that that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same within each funding source. Subcontractor shall notify the Network of such changes.
7. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Melu Habacon.
8. Subcontractor shall ensure the accuracy of each invoice.
9. Subcontractor must submit a Cost Allocation Plan to the Network.

C. Final Project Summary Report

Subcontractor is required to submit final billing and report to the Network within thirty (30) days of completion of contract. At minimum the report shall address the following:

1. Brief description of programs and services offered
2. Number of enrollments
3. Performance outcomes met
4. List of collaborating partners utilized and services provided by each
5. Recommendations for future programs
6. Final close-out invoice with total funds awarded and expended

IV. GENERAL INFORMATION:

A. Unallowable Activities and Costs

The Subcontractor shall comply with the following guidelines per WIA ARRA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
 - b. No ARRA funds are to be used to assist, promote, or deter union organizing.
 - c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
 - d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
 - f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

B. ARRA Contract Clauses

Subcontractor shall administer contract within the policies and procedures mandated by the American Recovery and Reinvestment Act and the Network agrees to comply with the following ARRA contract clauses, as applicable, during the duration of the contract period:

1. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
2. Maintenance of records for 7 years;
3. The Equal Employment Opportunity Act provisions;
4. The Americans with Disabilities Act of 1990;
5. The Contract Work Hours and Safety Standards Act;
6. The Clean Air Act and Environmental Protection Agency regulations;
7. The Energy Policy Conservation Act;
8. The Bryd Anti-Lobbying Amendment;
9. The Debarment and Suspension requirements;
10. The Copeland "Anti-Kickback" Act;
11. The Davis-Bacon Act.

C. Administrative Dispute Resolution

The Network and Subcontractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Chair of the Pacific Gateway Workforce Investment Board who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive Committee decision will be the final administrative decision.

D. Nepotism

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Subcontractor. Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

V. CONTINUATION OF CONTRACT:

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the Network and/or availability of ARRA funds from the Department of Labor. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify the Network's Program Manager in writing immediately.

VI. LETTER OF MODIFICATION:

The Subcontractor agrees to the following procedures for modification of the contract:

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The Network may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor.

EXHIBIT C

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK ADMINISTERED BY THE CITY OF LONG BEACH PROJECT BUDGET SUMMARY

Organization Information:

Name: Long Beach City College


Address: 1305 E. Pacific Coast Hwy. Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-938-3151

Fax Number: 562-938-3117

Email Address: mwhitfield@lbcc.edu

Contact Person: Michelle Whitfield

Federal ID: 

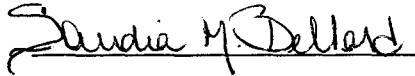
Agreement Information:

Budget Period: _____ Contract No: _____

Effective Date: _____ Amendment No: _____

Funding Source: A.B. 118 Funds Only

Project Name: Green Vehicle Technician Program

Fiscal Approval:  Date: 2/25/10

BUDGET DETAIL

IN-DIRECT
Account 118

Indirect Costs				Total
		7%		18,859
TOTAL				18,859

PROGRAM COSTS: STAFF SALARIES
Account 201

Position Title/Activity	Hourly Salary	No. of Months	% of Time	Total
Prog. Director - M. Whitfield	48.02	6	40%	\$20,053
TOTAL				\$20,053

PROGRAM: FRINGE BENEFITS
Account 202

Description	% Rate	Rate Applied to	Total
Health Insurance	19.79%	\$20,053	\$3,969
Retiree's Health for Prefund			
Past Service Liability	2.62%	\$20,053	\$525
Social Security	6.20%	\$20,053	\$1,243
Medicare	1.45%	\$20,053	\$291
PERS Retirement	9.43%	\$20,053	\$1,891
Worker's Comp.	1.57%	\$20,053	\$315
SUI	0.30%	\$20,053	\$60
			\$0
TOTAL			\$8,294

TRAINING/TRAINING MATERIALS
Account 203

Description	Per Class	# of Classes	Total
GMT Courses	\$5,614	4	\$22,456
Hybrid Safety	\$1,702	4	\$6,808
CNG Safety	\$1,702	4	\$6,808
CNG Cylinder Safety	\$2,329	4	\$9,316
Hazmat/OSHA	\$5,700	4	\$22,800
Cummins Insite	\$1,513	12	\$18,156
CNG ISL-G Diagnostics I	\$2,810	12	\$33,720
CNG ISL-G Diagnostics II	\$4,005	12	\$48,060
TOTAL			\$168,124

OPERATING COSTS
Account 204

Description	Quantity/Price	Total
TOTAL		\$0

PROGRAM - OTHER
Account 206

Description	Quantity/Price	Total
Materials & Supplies	7,639.00	
Oil Filtes, Air Filters	5,000.00	
Insight Software	5,000.00	
Vehicle Rental	10,150.00	
TOTAL		27,789

PROGRAM - TRAINING
Account 204

Description	Quantity/Price	Total
-------------	----------------	-------

Tuition Payments & Vouchers	87 Participants	\$520. avg.		\$45,154
			TOTAL	\$45,154

Grand Total \$288,273

IN-KIND CONTRIBUTION

Account 302

Description		Quantity/Price		Total
Tuition Payments	\$520. Avg. X 48	\$	25,000	\$ 25,000
Participating on planning taskforces, advisory committees, employer liaison and industry expertise		\$	76,140	
Provide access to Career Counselors		\$	7,348	
STAFF SALARIES & BENEFITS		\$	83,488	\$ 83,488
STAFF DEVELOPMENT				
Identifying target faculty to participate in coordinated professional development		\$	7,000	\$ 7,000
OPERATING EXPENSES				
Provide use of state-of-the-art Transportation Program Lab		\$	80,000	\$ 80,000
ADVERTISING				
Provide outreach, marketing and website management		\$	50,000	\$ 50,000
			MATCH TOTAL	\$ 245,488

GRAND TOTAL GRANT FUNDED	
GRANT TOTAL IN-KIND	\$245,488
GRAND TOTAL	\$245,488

\$533,761

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
101	Administrative Costs	-		-
102	Fringe Benefits	-		-
103	Administrative Costs - Other	-		-
118	Indirect Costs	18,859		18,859
201	Project Staff	20,053		20,053
202	Fringe Benefits	8,294		8,294
203	Training/Training Materials	168,124		168,124
204	Operating Costs	-		-
206	Program - Other	27,789		27,789
207	Program - Training	45,154		45,154
Total Funds Requested:		288,273	-	288,273

Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	(A)	(B)	(C)
301	Cash Contribution	-		-
302	In-Kind Contribution	\$245,488		245,488.00
				-
Total Cost Sharing/Match:		245,488.00	-	245,488.00

Note: Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK
ADMINISTERED BY THE CITY OF LONG BEACH

PROJECT BUDGET SUMMARY

Organization Information:

Name: Long Beach City College

Address: 1305 E. Pacific Coast Hwy. Long Beach, CA 90806
Street City Zip Code

Telephone Number: 562-938-3151

Fax Number: 562-938-3117

Email Address: mwhitfield@lbcc.edu

Contact Person: Michelle Whitfield

Federal ID: [REDACTED]

Agreement Information:

Budget Period: _____ Contract No: _____

Effective Date: _____ Amendment No: _____

Funding Source: 15% American Recovery and Reinvestment Act Only

Project Name: Green Vehicle Technician Program

Fiscal Approval: *Audie M Bellard* Date: 2/25/10

BUDGET DETAIL

IN-DIRECT

Account 118

Indirect Costs				Total
			TOTAL	0

PROGRAM COSTS: STAFF SALARIES

Account 201

Position Title/Activity	Hourly Salary	No. of Months	% of Time	Total
			TOTAL	\$0

PROGRAM: FRINGE BENEFITS

Account 202

Description	% Rate	Rate Applied to		Total
FICA		\$0		\$0
Medicare		\$0		\$0
Worker's Comp		\$0		\$0
		\$0		\$0
		\$0		\$0
				\$0
				\$0
				\$0
		\$0		\$0
			TOTAL	\$0

TRAINING/TRAINING MATERIALS

Account 203

Description			# of Classes	Total
			TOTAL	\$0

EQUIPMENT

Account 204

Description	#	Quantity/Price		Total
Cummins ISL-G Engine	1	50,000		\$50,000
Techstream Scan tool	12	2,500		\$30,000
			TOTAL	\$80,000

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
101	Administrative Costs	-		-
102	Fringe Benefits	-		-
103	Administrative Costs - Other	-		-
118	Indirect Costs	-		-
201	Project Staff	-		-
202	Fringe Benefits	-		-
203	Training/Training Materials	-		-
204	Operating Costs	80,000.00		80,000.00
206	Program - Other	-		-
207	Program - Training	7,807.00		7,807.00
Total Funds Requested:		87,807.00	-	87,807.00

Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	(A)	(B)	(C)
301	Cash Contribution	-		-
302	In-Kind Contribution	\$0		-
				-
Total Cost Sharing/Match:		-	-	-

Note: Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.