

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

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CONTRACT

31308

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of July 2, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 5, 2009, by and between LOS ANGELES UNIFIED SCHOOL DISTRICT – DIVISION OF ADULT AND CAREER EDUCATION – HARBOR OCCUPATIONAL CENTER, a California Educational Institution, with offices located at 333 S. Beaudry Avenue, Los Angeles, California 90017, ("Provider") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for the Pacific Gateway Workforce Investment Network.

Recitals

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

- A. The City submitted an application ("Application") to the State of California, Employment Development Department (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act.
- B. The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement, which has been designated as No. K074146 the ("Prime Contract"). A subsequent grant from the State Department of Transportation ("Caltrans") has created the need to increase the number of residents preparing for industry-recognized certifications.

1 C. Provider desires to participate in said program and is qualified
2 by reason of experience, preparation, organization, staffing and facilities to provide
3 services.

4 D. City is willing to utilize Provider for contract services for
5 vocational training services.

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

8 1. DOCUMENT INCORPORATION.

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

11 A. The Prime Contract, Exhibit "A", and any extension or continuation
12 thereof or any grant agreement which is the successor thereto which authorizes ongoing
13 vocational training for adult and dislocated worker residents and the documents
14 incorporated therein and attachments thereto, including the assurances and certifications
15 made by the City to the State.

16 B. The Educational Services Agreement, Exhibit "B", consisting of the
17 Provider's Scope of Coverage, Responsibilities, Terms of Payment, Period Contract,
18 Indemnification, Non-Assignability, and Non-Discrimination clauses.

19 Provider and City agree to be bound by all the terms, conditions and
20 provisions contained in the Prime Contract. Provider hereby agrees to assume full
21 responsibility for the performance of the operation, coordination and administration of
22 such program pursuant to all the terms and conditions of Exhibit "A" to the extent that
23 said document is applicable to the delivery of services by Provider hereunder; and the
24 parties hereto agree to perform all duties, obligations and tasks to be performed by each
25 party under the Contract Documents. In the event there is any conflict between the
26 provisions of this Contract and the provisions of the Prime Contract, including the
27 attachments thereto and the documents incorporated therein, as presently worded as or
28 amended in the future, the parties agree that the provisions of the Prime Contract shall

1 control.

2 Provider shall develop and deliver customized training in accordance with
3 the provisions of the Contract Documents.

4 2. TERM.

5 The term of this Contract ("Term") shall be deemed to have commenced as
6 of April 21, 2008 and unless sooner terminated pursuant to the provisions hereof, shall
7 terminate at midnight on June 30, 2010. Either of the parties hereto shall have the right
8 to terminate this Contract in its entirety at any time during the Term for any or no reason
9 whatsoever by giving fifteen (15) days prior written notice of termination to the other
10 party. City shall have the additional right to cancel any part of this Contract at any time
11 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
12 cancellation to the Provider.

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

21 3. CONTRACT AMOUNT AND PAYMENT.

22 The total amount which shall be payable by City to Provider for Provider's
23 services during the Term shall not exceed Two Hundred Thousand Dollars
24 (\$200,000.00).

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

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

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

9 4. RECORDS.

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

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

20 5. FINANCIAL REPORTS.

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

28 If the Provider is subject to the Single Audit Act (SAA), the Provider shall

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

7 6. INDEPENDENT PROVIDER STATUS.

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

20 7. ASSIGNMENT.

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

23 8. INDEMNIFICATION AND HOLD HARMLESS.

24 Provider expressly agrees to defend, protect, indemnify and hold GLBWDB,
25 the City, their respective officers, employees and agents ("indemnified parties"), free and
26 harmless from and against any and all claims, damages, expenses, loss or liability of any
27 kind or nature whatsoever growing out of, or resulting from the acts or omissions of
28 Provider, its officers, agents or employees in the performance of this Contract. Provider

1 shall, at its own cost, expense and risk, defend all claims or legal actions that may be
2 instituted against either the indemnified parties and Provider shall pay any settlement
3 entered into or satisfy any judgment that may be rendered against either the indemnified
4 parties as a result of said acts or omissions of Provider, its officers, agents or employees
5 in the performance of this Contract.

6 9. INSURANCE.

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

11 A. Comprehensive General Liability in an amount not less than Two
12 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
13 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
14 damage. The indemnified parties shall be covered as additional insureds in respects to
15 liability arising out of activities performed by or on behalf of the Provider and coverage
16 shall be in a form acceptable to the Risk Manager of the City ("Risk Manager").

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

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

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

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

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

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

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

27 10. NON-DISCRIMINATION.

28 In connection with performance of this Contract and as refined by

1 applicable federal laws, rules and regulations, Provider shall not discriminate in
2 employment or in the performance of this Contract on the basis of race, religion, national
3 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

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

14 11. NOTICES.

15 All notices required or given pursuant to the provisions hereof may be
16 served either by: (1) enclosing the same in a sealed envelope addressed to the party
17 intended to receive the same at the address indicated herein and deposited postage
18 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
19 personal service. Such notices shall be effective on the date personal service is effected
20 or the date of the signature on the return receipt. For the purposes hereof, the address of
21 the City and the proper party to receive any such notices in its behalf is the City Manager,
22 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Provider's
23 address for service of any such notices shall be Los Angeles Unified School District -
24 Division of Adult and Career Education - Harbor Occupational Center, an Educational
25 Institution, 333 S. Beaudry Avenue, Los Angeles, California 90017, Attention Wanda
26 Flagg, Telephone (213) 241-3826, Fax. No. (213) 241-8980.

27 12. CONTRACT ADMINISTRATION.

28 The City Manager, or designee, is authorized and directed, for and on

1 behalf of the City, to administer this Contract and all related matters, and any decision of
2 the City Manager, or his designee, in connection herewith shall be final.

3 13. ENTIRE AGREEMENT.

4 This document fully expresses all understandings of the parties concerning
5 all matters covered and shall constitute the total Agreement. Except for the adjustments
6 of Exhibits "A" as provided in Recitals 1.A. hereof, no addition to or alteration of the terms
7 of this Contract whether by written or oral understanding of the parties, their officers,
8 agents or employees shall be valid unless made in writing and formally adopted in the
9 same manner as this Contract.

10 14. CAPTIONS AND ORGANIZATION.

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

15 15. TAX IDENTIFICATION NUMBER.

16 Provider's Tax Identification Number is [REDACTED]

17 16. AUTHORIZATION TO EXECUTE.

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

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

LOS ANGELES UNIFIED SCHOOL DISTRICT-DIVISION OF ADULT AND CAREER EDUCATION-HARBOR OCCUPATIONAL CENTER, a California Educational Institution

7-31-09, 2009

By [Signature]
Title
Ed Morris, Assistant Superintendent
Type or Print Name

July 27, 2009, 2009

By [Signature]
Title
Trudy Hawkins, Principal
Type or Print Name

"Provider"

CITY OF LONG BEACH, a municipal corporation

Aug 31, 2009

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 24th day of August, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

ATTACHMENT A

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

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

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
 General Provisions and standards of Conduct
 Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1
 Exhibit BB, pages 1 through 14
 Exhibit DD, pages 1 through 1

APPROVED AS TO FORM
August 4, 2009
 ROBERT E. SHANNON, City Attorney
 By Gary J. Anderson
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$2,101,679.00
	TOTAL:	\$2,101,679.00

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

PURPOSE: To initiate the PY 2009-10 WIA subgrant and incorporate WIA Youth formula funding under GC 301.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)	APPROVED FOR SUBGRANTEE (By Signature)
Name and Title BOB HERMSMEIER CHIEF WORKFORCE SERVICES DIVISION	<u>[Signature]</u> Assistant City Manager Name and Title 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:	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER This Agreement does not fall within the meaning of section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA
SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Exhibit AA
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: K074146
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96109 WIA TITLE I YOUTH FORMULA (301) : 04/01/2009 to 06/30/2011 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00
TOTAL TITLE I-Y	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00
GRAND TOTAL:	\$0.00	\$2,101,679.00	\$0.00	\$2,101,679.00

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

1. Compliance

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

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

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

2. Certification/Assurances

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 2 of 14
SUBGRANT NO: K074146
MODIFICATION NO: NEW

Subgrantee recognizes and acknowledges:

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

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

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

j). Priority Hiring Considerations:

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

k). Sweatfree Code of Conduct:

- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other

than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- 1). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
- m). Nondiscrimination Clause
 - 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.
 - a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.
 - c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.
- n). Indemnification:
 - 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
 - 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and

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losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

o). Salary and Bonus Limitations:

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

p). Clean Air and Water Act:

For subgrants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

3. Standards of Conduct

The following standards apply to all Subgrantees.

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

4. Coordination

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

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

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal,

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state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

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

- a). Subgrantee will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:

- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

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

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). The State of California is not responsible for payment of premiums or assessments on this policy

7. Resolution

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

8. Funding

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

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

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Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Investment Area (LWIA) shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a LWIA, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e). Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

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

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

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approval of said amendment.

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

11. Reporting

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

12. Termination

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

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

Notices to the Subgrantee will be addressed to:

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

Notices to the Subgrantor will be addressed to:

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

13. Records

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit. Refer to 29 CFR, Part 97.42(b)(2) or 29 CFR, Part 95.53(b)(1).
- c). The Subgrantor and/or the U. S. DOL, or their designee (refer to 29 CFR, Part 95.48(d) or 29 CFR Part 97.36(i)(10)) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

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

17. Grievances and Complaint System

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

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Subgrantor. Upon termination of this subgrant agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

19. Intellectual Property Provisions

a). Federal Funding

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

b). Ownership

- (1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they

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are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. IF, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor. Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
- (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

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

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of

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Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of each person utilized by Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subgrantee or that person has entered into an agreement with Subgrantee to perform the work. Subgrantee shall enter into a written agreement with any such person that:

- (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and
- (ii) that person shall assign all right, title, and interest to Subgrantor to any work product made, conceived, derived from or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. Refer to 29 CFR, Part 95, Appendix A 5 or Part 97.34.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Subgrantor.

e). Patent Rights

With respect to inventions (refer to 29 CFR, 97.36(i)(8)) made by Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subgrantee hereby grants to Subgrantor a license as described under paragraph nineteen c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subgrantee agrees to assign to Subgrantor, without additional compensation, all its right, title and interest in and to such inventions and to assist Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

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

g). Warranties

- (1). Subgrantee represents and warrants that:

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

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(g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subgrantee's performance of this subgrant agreement.

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

h). Intellectual Property Indemnity

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

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

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

i). Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. 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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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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, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential 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 subgrant 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.
 - i. 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.
 - ii. 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.
 - iii. 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 party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to 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 investigations of 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 Subgrant, 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 Subgrant. 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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 13 of 14
SUBGRANT NO: K074146
MODIFICATION NO: NEW

confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- 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 CalJOBS. Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this Subgrant, the confidentiality requirements of paragraph 20 of this Subgrant and any other terms of this Subgrant that may be applicable. In addition, the following requirements must be included in the subcontracts:
- (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- 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: Elizabeth J. Clingman
Title: Section Manager
Address: P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
Telephone: (916) 654-9699

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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MODIFICATION NO: NEW

Fax: (916) 654-9586

FOR THE SUBGRANTEE

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

21. Signatures

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

Revised October 2007

EXHIBIT COVER SHEET

SUBGRANT NO: K074146
MODIFICATION NO: 00

EXHIBIT DD
Page 1 OF 1

SUBGRANTEE: CITY OF LONG BEACH
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2009 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 Local Workforce Investment Area's (LWIA) new Program Year (PY) 2009-10 Workforce Investment Act (WIA) Title I subgrant agreement and to incorporate WIA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this LWIA's entire Youth formula allocation for PY 2009-10. The term dates for these funds is April 1, 2009 to June 30, 2011.

The LWIA will operate the WIA program in accordance with the approved Workforce Investment Plan on file in the Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 92480-0001.

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

WIA (3/2000)

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 Internet Address		Entity Mailing Address		
www.pacificgatewayworkforce.com		3447 ATLANTIC AVE. LONG BEACH, CA 90807		
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		
Main Public Phone 562.570.3700				

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

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.	CARLA		HENDY-ANGUIANO	PROGRAM MANAGER
Address	3447 ATLANTIC AVE. LONG BEACH, CA 90807			
Phone 562.570.4721	Fax 562.570.3794	E-Mail Address Carla.Hendy-Anguiano@longbeach.gov		

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 7/27/09

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

AMENDMENT
to
JOINT POWERS AGREEMENT

THIS AMENDMENT is entered into this 10th day of March 2009,

The parties hereto mutually agree to amend Joint Powers Agreement Number 88A0038 dated effective March 17, 2008, as follows:

Recitals – Paragraph 5 is amended to read:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
Federal	100% Federal	\$547,003.97

Section III – Paragraph 2. Period of Performance is amended to read:

This Agreement shall begin on March 17, 2008, contingent upon approval of this Agreement by DEPARTMENT, and will terminate on March 16, 2010, unless extended by amendment.

Section III – Paragraph 5 (a.) Cost Limitation is amended to read:

- a. The total amount payable to LOCAL AGENCY pursuant to this Agreement by DEPARTMENT shall not exceed \$547,003.97

The Budget and Financial Requirements contained in Attachment III, page 17 of 18 of the original Agreement is amended to reflect the revised Cost Limitation and is attached hereto and incorporated into this amendment by reference as Attachment I.

All other terms and conditions of the original Joint Powers Agreement shall remain in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF LONG BEACH

By: *Patricia Garmoning*

Title: Contract Officer

Date: 3/13/09

By: *[Signature]* Assistant City Manager

Title: City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Date: 3.12.09

APPROVED AS TO FORM
March 12, 2009
ROBERT E. SHANNON, City Attorney
By: *[Signature]*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

By: _____
Title: _____
Date: _____

BUDGET AND FINANCIAL REQUIREMENTS

Line Item Detail	Original	Amendment 1	Total Costs
Salaries			
Project Administrator			\$0.00
Project Director	\$20,462.00	\$8,621.60	\$29,083.60
Lead Employment Specialist	\$4,499.89	\$34,390.56	\$38,890.45
Employment Specialist	\$52,124.64	\$6,859.84	\$58,984.48
Employment Specialist	\$55,090.30		\$55,090.30
Employment Specialist	\$14,684.69		\$14,684.69
Eligibility Analyst			\$0.00
Accountant			\$0.00
MIS Coordinator			\$0.00
Total Salaries	\$146,861.52	\$49,872.00	\$196,733.52
Fringe Benefits			
Total Fringe Benefits	\$82,242.45	\$27,928.00	\$110,170.45
Travel			
Total Travel (Local)		\$600.00	\$600.00
Supplies			
<u>Consumable Supplies/Other</u>			\$0.00
Training Supplies/Materials			\$0.00
Total Supplies			\$0.00
Contractual			
HOC – Pre-Apprenticeship Training	\$80,000.00	\$20,000.00	\$100,000.00
Creation World Safety, Inc.	\$88,000.00		\$88,000.00
Workshop Presenters	\$11,700.00	\$1,600.00	\$13,300.00
Total Contractual	\$179,700.00	\$21,600.00	\$201,300.00
Supportive Services	\$38,200.00		\$38,200.00
On-the-Job Training	\$0.00		\$0.00
Union Initiation Fees	\$0.00		\$0.00
Total Other/Misc.	\$38,200.00		\$38,200.00
Indirect Costs/Overhead			
Operating Expenses			\$0.00
Total Indirect Costs/Overhead			\$0.00
Total	\$447,003.97	\$100,000.00	\$547,003.97

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 3-12-09 before me, Melodi Nantes Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Suzanne M. Frick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melodi Nantes
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

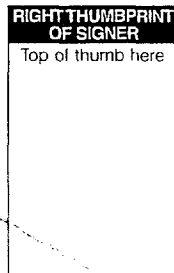
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EDUCATIONAL SERVICES AGREEMENT

Between

Los Angeles Unified School District
Division of Adult and Career Education
Harbor Occupational-San Pedro/Wilmington Skills Centers

And

Pacific Gateway Workforce Investment Network

This agreement is entered into between the Pacific Gateway Workforce Investment Network, a coordinator of workforce development services through the City of Long Beach, hereinafter referred to as the Network, and the Los Angeles Unified School District, Division of Adult and Career Education (DACE), Harbor Occupational/San Pedro/Wilmington Skills Centers, hereinafter referred to as HOC, for the purposes of providing instruction for Network clients toward achievement of gainful employment in the building and construction trades.

A. Scope of Coverage

The Harbor Occupational Center will develop and deliver a construction training program that will prepare approximately eighty-eight (88) Network program participants toward achievement of gainful employment. The employment placement to be secured by the Network under its Construction Jobs Programs grant funding will address a significant unmet need for workers in the construction industry, with particular emphasis on preparing and encouraging participants to ascend the career ladder through application for union apprenticeship.

This program will offer customized instruction in building and construction trades through multiple classes in the required subject area, utilizing state approved competency-based curriculum, taught by state credentialed instructors.

B. Responsibilities

The Network shall:

1. Identify those persons described in Paragraph "A" above who are in need of and are qualified for enrollment in the course under the terms of this agreement.
2. Refer each trainee to HOC, certifying as to his or her eligibility for training.
3. Inform HOC of any change in the status of a trainee.
4. Designate an authorized representative to act for the Network under the terms of this agreement.

HOC shall:

1. Provide approximately eighty-eight (88) trainees referred by the Network with the organized course of instruction described in Paragraph "A". Training will comprise 240 hours of instruction in the construction trades that will lead to attainment of skills required for employment. Upon successful completion, program participants who meet testing requirements will each receive a certificate of completion.
2. Report on attendance and completion rates of construction training program participants by providing collected information to the Network counselors, upon request.
3. Designate an authorized representative to act for HOC under the terms of this agreement.

C. Terms of Payment

Any expenditure relative to delivery of services for the construction trades training program shall be reimbursed to HOC at a fixed rate of \$800.00 per participant to a maximum of eighty-eight (88) and a cost not to exceed \$80,000.00. HOC shall invoice the Network in full immediately upon program commencement, and the Network will issue payment within thirty (30) days of invoice receipt.

Invoice shall be directed to:

Bryan S. Rogers
Executive Director
Pacific Gateway Workforce Investment Network
City of Long Beach
3447 Atlantic Avenue
Long Beach, California 90807

Payment for services rendered shall be made to the:

Los Angeles Unified School District
333 South Beaudry Avenue, 26th Floor
Los Angeles, California 90017
Attention: Pat Pacleb, Accounting and Disbursements Division

D. Period of Contract

The term of this agreement shall commence on April 27, 2009, and terminate on March 19, 2010 and is renewable thereafter. To ensure that the instructional program is not abruptly interrupted, either party may terminate or amend this agreement upon 15 days prior written notice to the other party. In addition, the agreement may terminate upon meeting all performance outcomes.

E. Indemnification

HOC and the Network each agree to indemnify and hold harmless the other party, its officers, agents, and employees for any liability imposed by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission in the performance of this contract by the indemnifying party or its officers, agents, or employees.

F. Non-Assignability

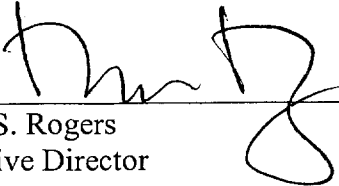
This agreement is not assignable.

G. Non-Discrimination

It is the policy of HOC that in connection with all work performed under this agreement that there be no discrimination against any prospective or active students in the program because of race, color, ancestry, national origin, sex, religious creed or other protected classification or solely on the basis of handicap. In accordance with this policy, all parties agree to comply with applicable federal or state laws.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be fully executed:

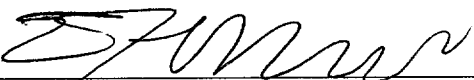
Pacific Gateway Workforce Investment Network



Bryan S. Rogers
Executive Director

4/16/09
Date

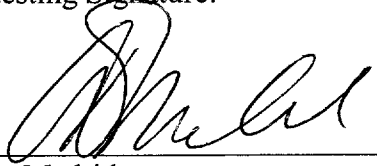
Los Angeles Unified School District
Division of Adult and Career Education



Ed Morris
Interim Assistant Superintendent

4-24-09
Date

Attesting Signature:



Elsa Madrid
Principal
Harbor Occupational Center
San Pedro/Wilmington Skills Center

4/20/09
Date

AMENDMENT NUMBER ONE
to the
EDUCATIONAL SERVICES AGREEMENT
Between
Los Angeles Unified School District
Division of Adult and Career Education
Harbor Occupational-San Pedro/Wilmington Skills Centers
And
Pacific Gateway Workforce Investment Network

Effective June 22, 2009

THIS AMENDMENT NUMBER ONE is made and entered into between the Pacific Gateway Workforce Investment Network, a coordinator of workforce development services through the City of Long Beach, hereinafter referred to as the "Network", and the Los Angeles Unified School District, Division of Adult and Career Education, Harbor Occupational/San Pedro/Wilmington Skills Centers, hereinafter referred to as "HOC".

WHEREAS, the Agreement was entered into by the Network and HOC on April 27, 2009; and

WHEREAS, this AMENDMENT NUMBER ONE to the Agreement is for the purpose of adding supplementary funding into and extending the term of the Agreement, in accordance with Paragraph C., Terms of Payment, and Paragraph D., Period of Contract; and

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, the Agreement shall be amended as follows:

1. Paragraph C. **Terms of Payment**, shall be revised as follows:

For five (5) weeks during the period June 22, 2009 through September 4, 2009, the Network will provide funding to fully cover salary and benefits for the certificated instructor along with the purchase of janitorial supplies that would not otherwise be incurred by the school but for operation of the construction training class on-site at HOC. The five weeks, which occur at a time outside the normal summer school session, are as follows: June 22-June 26, 2009; June 29-July 3, 2009; August 17-August 21, 2009; August 24-August 28, 2009; August 31-September 4, 2009. For the period July 6, 2009 through August 14, 2009, the Network will pay only the amount required to fund the instructor's salary and benefits. The total amount of funding for the period June 22, 2009 through September 4, 2009 shall be \$15,538.00.

Simultaneous with and subsequent to the period referenced above for the duration of the contract, the per-participant cost relative to delivery of services for the construction trades training program shall be reimbursed to HOC at a fixed rate of \$800.00 per participant, not to exceed \$80,000.00. HOC shall invoice the Network in full immediately upon program commencement, and the Network will issue payment within thirty (30) days of invoice receipt.

Invoice shall be directed to:

Bryan S. Rogers
Executive Director, Pacific Gateway Workforce Investment Network
City of Long Beach
3447 Atlantic Avenue
Long Beach, California 90807

Payment for services rendered shall be made to the:
Los Angeles Unified School District
333 South Beaudry Avenue, 26th Floor
Los Angeles, California 90017
Attention: Pat Pacleb, Accounting and Disbursements Division

2. Paragraph D. Period of Contract shall be revised as follows:

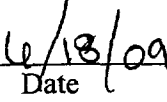
The term of this Agreement shall commence on April 27, 2009, and terminate on June 30, 2010 and is renewable thereafter. To ensure that the instructional program is not abruptly interrupted, either party may terminate or amend this agreement upon 15 days prior written notice to the other party. In addition, the agreement may terminate upon meeting all performance outcomes.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be fully executed:

Pacific Gateway Workforce Investment Network




Bryan S. Rogers
Executive Director

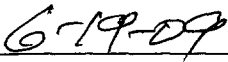


Date

Los Angeles Unified School District
Division of Adult and Career Education

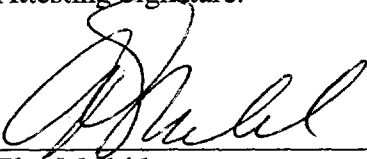


Ed Morris
Interim Assistant Superintendent

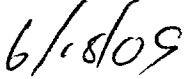


Date

Attesting Signature:



Elsa Madrid
Principal
Harbor Occupational Center
San Pedro/Wilmington Skills Center



Date