

1 CONTRACT

2 **31564**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of  
4 December 18, 2009, pursuant to a minute order adopted by the City Council of the City of  
5 Long Beach at its meeting held on November 10, 2009, by and between LONG BEACH  
6 COMMUNITY COLLEGE DISTRICT, a Public Education Entity, with offices located at  
7 4901 E. Carson Street, G-4, Long Beach, California 90808, ("Contractor") and the CITY  
8 OF LONG BEACH, a municipal corporation ("City") and administering entity for the  
9 Pacific Gateway Workforce Investment Network.

10 1. Recitals. This Contract is made with reference to the following facts  
11 and objectives:

12 1.1 The Workforce Investment Network ("Network") has received  
13 federal grant funding to provide meaningful training and employment opportunities for  
14 economically disadvantaged, unemployed and underemployed persons consistent with  
15 the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the  
16 Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures  
17 and amendments issued thereto and/or legislation, regulations, policies, directives,  
18 and/or procedures which may replace the Workforce Investment Act; and

19 1.2 Disbursement of funding has been approved by the State and  
20 a Workforce Investment Act subgrant has been executed by and between the State and  
21 the City authorizing such programs and providing the funding therefore under Workforce  
22 Investment Act Master Subgrant Agreement, which has been designated as No.  
23 R970542 the ("Prime Contract"); and

24 1.3 Contractor desires to participate in said program and is  
25 qualified by reason of experience, preparation, organization, staffing and facilities to  
26 provide services;

27 1.4 City is willing to utilize Contractor to provide contract services  
28 to support WIA funded program services. Services include, but are not limited to, case

1 management, job search preparation, skills remediation, vocational training, vocational  
2 assessment and supportive services.

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

5 1. DOCUMENT INCORPORATION.

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

8 A. The Prime Contract, Exhibit "A", and any extension or  
9 continuation thereof or any grant agreement which is the successor thereto which  
10 authorizes a training and employment program for economically disadvantaged,  
11 unemployed and underemployed persons, and the documents incorporated  
12 therein and attachments thereto, including the assurances and certifications made  
13 by the City to the State.

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

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

1 Contractor shall conduct training and employment activities in accordance  
2 with the provisions of the Contract Documents.

3 2. TERM.

4 The term of this Contract ("Term") shall be deemed to have commenced as  
5 of December 1, 2009, and unless sooner terminated pursuant to the provisions hereof,  
6 shall terminate at midnight on May 31, 2011. Either of the parties hereto shall have the  
7 right to terminate this Contract in its entirety at any time during the Term for any or no  
8 reason whatsoever by giving fifteen (15) days prior written notice of termination to the  
9 other party. City shall have the additional right to cancel any part of this Contract at any  
10 time during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
11 cancellation to the Contractor.

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

20 3. PERFORMANCE REVIEW.

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

28 Underperformance at the end of the second quarter or any quarter

1 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative  
2 and at the sole discretion of the City, deobligate funds from this Contract up to the  
3 amount of the underexpenditures.

4 4. CONTRACT AMOUNT AND PAYMENT.

5 The total amount which shall be payable by City to Contractor for  
6 Contractor's services during the Term shall not exceed Two Hundred Sixty Thousand  
7 Dollars (\$260,000.00).

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

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

23 Payment to the Contractor shall be limited to the amounts specified in the  
24 Contract documents. Contractor may, with the prior written approval of the City Manager  
25 of the City of Long Beach ("City Manager") or his designee make adjustments within and  
26 among the categories of expenditures in the Budget, and modify the performance to be  
27 rendered hereunder as provided in Exhibit "A"; provided, however, that any such  
28 adjustment in expenditures shall not result in an increase in the amount of the Budget.

1 The agent or representative of Contractor who signs as the maker of checks or drafts or  
2 in any manner authorizes the disbursement of said funds or expenditure of same shall be  
3 covered by a blanket fidelity or comprehensive crime bond regarding the handling of said  
4 funds in an amount set out in Section 11, paragraph E of this Contract.

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

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

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

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

24 5. RECORDS.

25 Records relating to the performance of this Contract shall be kept and  
26 maintained by Contractor in accordance with the manner and method prescribed by  
27 applicable State regulations and guidelines and City requirements, will be current,  
28 complete and available for purposes of inspection and audit during business hours as

1 deemed necessary upon request by representatives of federal, state and local agencies.

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

7 6. FINANCIAL REPORTS.

8 Contractor shall promptly distribute to the City Manager or his designee  
9 copies of all correspondence including, but not limited to, financial, operational and  
10 performance reports which Contractor submits to or receives from the State. Contractor  
11 shall provide such other reports, documents or information as may be requested or  
12 required by the City or the State within three (3) days of written request. Upon expiration  
13 or earlier termination of this Contract, and within the time and in the manner prescribed  
14 by the City the Contractor shall perform all necessary close-out procedures required by  
15 the State and the City, including preparation of close-out reports and transmittal to the  
16 City of all documents in the possession of Contractor which relate to the conduct of the  
17 program, within the time and in the manner prescribed by the City. Final payment to the  
18 Contractor under this Contract will be paid only after the City has determined that  
19 Contractor has satisfactorily completed said close-out procedures.

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

27 7. ACCOUNTING PROCEDURES.

28 On a monthly basis, commencing on the last day of month next succeeding

1 the Effective Date of this Contract, the Contractor will submit an invoice with supporting  
2 documentation for payment based upon the cost categories in the Contract documents.  
3 These invoices will be due within ten (10) working days after the end of each month  
4 Contractor shall complete the monthly payment requests in the format required by the  
5 City.

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

13 A. Maintain a bank account and perform monthly bank  
14 reconciliations.

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

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

22 iii. Disburse all funds by check, preferably signed by two  
23 employees, neither of whom is the bookkeeper or the accounting clerk.

24 B. Designate specific employees to perform each of the following  
25 functions:

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

27 ii. Approve the purchase of goods and services for

28 Contractor.





1 G. Contractor must adhere to all audit requirements as outlined  
2 in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR  
3 97.26 and 29 CFR 95.26 as applicable.

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

9 8. INDEPENDENT CONTRACTOR STATUS.

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

22 9. ASSIGNMENT.

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

25 10. INDEMNIFICATION AND HOLD HARMLESS.

26 No Party or any of its officers, agents, volunteers, contractors, or  
27 employees shall be responsible for any damage or liability arising out of any acts or  
28 omissions on the part of another Party under or in connection with any obligation under

1 this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its  
2 officers, agents, volunteers, contractors, and employees from any and all liability, loss,  
3 expense (including reasonable, attorneys' fees and other defense costs), or claims  
4 imposed for damages of any nature whatsoever, including but not limited to, bodily injury,  
5 death, personal injury, or property damage arising out of any acts or omissions on the  
6 part of the Party's own officers, agents, contractors, or employees under or in connection  
7 with any obligation under this Agreement. This indemnity shall survive termination of this  
8 Agreement.

9 11. INSURANCE.

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

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

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

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

27 D. Accidental Medical, Death and Dismemberment Insurance for  
28 all participants not entitled to workers' compensation benefits under the provisions

1 of Section 3700 of the Labor Code of the State of California, unless this  
2 requirement has been waived in writing by the Risk Manager. Said insurance shall  
3 have limits of not less than One Hundred Thousand Dollars (\$100,000.00)  
4 Accident Medical and Twenty-Five Thousand Dollars (\$25,000.00) Accidental  
5 Death and Dismemberment.

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

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

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

23 Contractor shall furnish the City with certificates of insurance and with  
24 original endorsements affecting coverage as required above. The certificates and  
25 endorsements for each insurance policy shall be signed by a person authorized by that  
26 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall  
27 provide for an extended reporting period of not less than one hundred eighty (180) days.  
28 No claims made policies shall be acceptable to City unless the City Manager determines

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

5 12. DRUG-FREE WORKPLACE.

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

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

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

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

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

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

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

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

5 13. NON-DISCRIMINATION.

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

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

20 14. CONFIDENTIALITY.

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

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

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

7 15. BREACH OF CONFIDENTIALITY.

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

10 A. Contractor demonstrates Contractor knew prior to the time  
11 City disclosed it; or

12 B. Is or becomes publicly available without breach of this  
13 Contract by Contractor; or

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

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

20 16. NOTICES.

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

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

27 B. personal service. Such notices shall be effective on the date  
28 personal service is effected or the date of the signature on the return receipt. For

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

1 the purposes hereof, the address of the City and the proper party to receive any  
2 such notices in its behalf is the City Manager, City Hall, 333 West Ocean  
3 Boulevard, Long Beach, California 90802; and Contractor's address for service of  
4 any such notices shall be Long Beach Community College District, 4901 E.  
5 Carson Street, G-4, Long Beach, California 90808, Attention Margie Padron,  
6 Telephone (562) 938-4848, Fax. No. (562) 988-4640.

7 17. CONTRACT ADMINISTRATION.

8 The City Manager, or designee, is authorized and directed, for and on  
9 behalf of the City, to administer this Contract and all related matters, and any decision of  
10 the City Manager, or his designee, in connection herewith shall be final.

11 18. CORPORATE STATUS.

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

15 19. ENTIRE AGREEMENT.

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

22 20. CAPTIONS AND ORGANIZATION.

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

27 21. TAX IDENTIFICATION NUMBER.

28 Contractor's Tax Identification Number is 

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

22. AUTHORIZATION TO EXECUTE.

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

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

LONG BEACH COMMUNITY COLLEGE  
DISTRICT, a Public Education Entity

3/23, 2010

By [Signature]  
Vice President, Admin Svcs

Type or Print Name

[Signature], 20  

By [Signature]  
Secretary

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

4.9, 2010

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 6<sup>th</sup> day of

April, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy



EXHIBIT A

Dist WIA 710-08

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: R970542  
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  
June 24, 2008  
ROBERT E. SHANNON, City Attorney  
Deputy City Attorney

ALLOCATION(s):  
The Subgrantor agrees to reimburse the Subgrantee  
not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT:	\$0.00
INCREASE/DECREASE:	\$2,068,233.00
TOTAL:	\$2,068,233.00 ✓

TERMS OF AGREEMENT:  
From 04/01/2008 to 06/30/2010  
Terms of Exhibits are as designated on each exhibit

PURPOSE: To initiate the PY 2008-09 WIA subgrant and incorporate WIA Youth formula funding under GC 301.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  
April C. Eales  
Name and Title  
BOB HERMSMEIER  
CHIEF  
WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)  
STEVEN 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:  
Debra Shepherd  
Signature of EDD Accounting Officer

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

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542  
MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96108 WIA TITLE I YOUTH FORMULA (301) : 04/01/2008 to 06/30/2010 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$0.00	\$2,068,233.00	\$0.00	\$2,068,233.00
TOTAL TITLE I-Y	\$0.00	\$2,068,233.00	\$0.00	\$2,068,233.00
GRAND TOTAL:	\$0.00	\$2,068,233.00	\$0.00	\$2,068,233.00

## WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

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## 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

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 10253.

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](http://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

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,

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 N/A, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:  
  
Employment Development Department  
WIA - Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001
  - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
  - (3). The State of California is not responsible for payment of premiums or assessments on this policy

#### 7. Resolution

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

#### 8. Funding

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

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

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

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- 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, Executive Director  
Pacific Gateway Workforce Investment Network  
3447 Atlantic Avenue  
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.

c). The Subgrantor and/or the U. S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

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

b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its

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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 are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital

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

- (3). In the performance of this subgrant agreement, Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subgrantee may access and utilize certain of Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subgrantee shall not use any of Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subgrantee accesses any third-party Intellectual Property that is licensed to Subgrantor, Subgrantee agrees to abide by all license and confidentiality restrictions applicable to Subgrantor in the third-party's license agreement.
  - (4). Subgrantee agrees to cooperate with Subgrantor in establishing or maintaining Subgrantor's exclusive rights in the Intellectual Property, and in assuring Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph nineteen a) through nineteen i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
  - (5). Pursuant to paragraph nineteen (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph nineteen a) through nineteen i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
  - (6). Subgrantee further agrees to assist and cooperate with Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.
- c). Retained Rights / License Rights
- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subgrantee hereby grants to Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
  - (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Subgrantor or third party, or result in a breach or default of any provisions of paragraph nineteen a) through nineteen i) or result in a breach of any provisions of law relating to confidentiality.
- d). Copyright
- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of

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

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

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

e). Patent Rights

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

f). Third-Party Intellectual Property

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

g). Warranties

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

funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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

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

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Subgrantor reserves the right to participate in and/or control, at Subgrantee's expense, any such infringement action brought against Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subgrantee will exercise its authority reasonably and in good faith to preserve Subgrantor's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Subgrantor. Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, Subgrantee may obtain the right for Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3). Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph nineteen a) through nineteen i) by Subgrantee. Subgrantee acknowledges Subgrantor would suffer irreparable harm in the event of such breach and agrees Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

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

20. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and 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 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.

ii. 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.

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

## WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BE  
Page 13 of 14  
SUBGRANT NO: R970542  
MODIFICATION NO: NEW

- 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  
Fax: (916) 654-9586

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB  
Page 14 of 14  
SUBGRANT NO: R970542  
MODIFICATION NO: NEW

FOR THE SUBGRANTEE

Name: Bryan S. Rogers  
Title: 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: R970542  
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: 04/01/2008 TO: 06/30/2010

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| 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) 2008-09 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 2008-09. The allocation provided has been adjusted for the Federal requirement to rescind 1.747% of the PY 2008-09 Youth funds. The term dates for these funds is April 1, 2008 to June 30, 2010.

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)

**EDD** Employment  
Development  
Department  
State of California  
Patrick W. Henning, Director



Arnold Schwarzenegger  
Governor

June 11, 2009

*Jody -  
pls. dist.*

Mr. Bryan Rogers, Manager  
Pacific Gateway Workforce Investment Network  
3447 Atlantic Avenue  
Long Beach, CA 90807

*cc: Olivia  
Maggie  
M. Lu  
Gary S.*

Mr. Rogers:

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT R970542

Enclosed is a copy of modification number seven of your WIA Subgrant Agreement.  
This modification is to add provisions for the American Recovery and Reinvestment Act  
(ARRA) and extend the term end date to June 30, 2011.

If you have any questions, please contact your project manager.

Sincerely,

/s/ APRIL C. EALES  
Manager  
Financial Management Unit

Enclosure

cc: Mr. Bob Foster, Mayor  
Julie Martin, MIC 69  
Larry Scaramella, MIC 21

WIA SUBGRANT AGREEMENT

CITY OF LONG BEACH

REGISTRATION NO: R970542  
MODIFICATION NO: 07  
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	Exhibit AA, pages 1 through 2
Title I-A (ARRA ADULT FORMULA)	Exhibit BB, pages 1 through 1
Title I-Y (ARRA YOUTH FORMULA)	Exhibit LL, pages 1 through 1
Title I-D (ARRA RAPID RESP FORMULA)	Exhibit MM, pages 1 through 1
Title I-Y (ARRA YOUTH SUMMER FORMULA)	Exhibit QQ, pages 1 through 1
Title I-D (ARRA DSLCT WORKER FORMULA)	Exhibit BB, pages 1 through 1

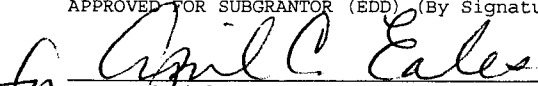
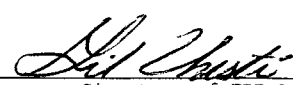
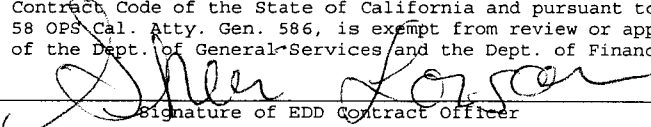
ARRA Provisions:

ARRA 2009 Provisions      Exhibit A      3 Pages

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

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

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

APPROVED FOR SUBGRANTOR (EDD) (By Signature) 	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required.
Name and Title BOB HERMSMEIER CHIEF WORKFORCE SERVICES DIVISION	Name and Title
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein: 	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance: 
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542  
MODIFICATION NO: 07

I. ALLOCATION

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

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

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 2 of 2

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: R970542  
MODIFICATION NO: 07

I. ALLOCATION

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT BB  
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT LL  
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT BB  
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT MM  
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

EXHIBIT COVER SHEET

SUBGRANT NO: R970542  
MODIFICATION NO: 07

EXHIBIT QQ  
Page 1 OF 1

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

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

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

PROGRAM NARRATIVE

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

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

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

## EXHIBIT B

### Statement of Work American Recovery and Reinvestment Act Program Training Cohorts Institutions of Higher Education

**SUBCONTRACTOR:** Long Beach Community College District  
4901 E. Carson St.  
Harbor Occupational Center, G-4  
Long Beach, CA 90808  
*(Hereinafter referred to as "LBCCD")*

**CONTRACT TERM:** January 2, 2010 – May 31, 2011

**CONTRACT AMOUNT:** Not to exceed \$260,000

**NUMBER SERVED:** Approximately 630 Participants

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

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Network) supports the workforce needs of the residents and businesses, through its one-stop career centers. The Long Beach Community College District shall administer the program services described herein on behalf of the Network.

#### I. PROGRAM SUMMARY:

The Program Training Cohorts (Program) will maximize opportunities around worker retraining and will complement ongoing customized training, individual training referrals, and basic skills development for Network's customers. In response to the American Recovery and Reinvestment Act legislation, the Network is collaborating with LBCCD to expedite cohort-training opportunities in existing and upcoming career pathway opportunities. The attached proposals outlines selected industry-specific trainings to be provided by LBCCD to Network participants.

#### II. FUNDING:

LBCCD shall be paid an amount not to exceed \$260,000. These funds will be reimbursed according to the proposed costs for each cohort attached hereto. Funds available in support of this agreement are made possible through the American Recovery and Reinvestment Act (ARRA) funds.

#### III. CONTRACT MANAGEMENT:

The City shall review each training cohort. Depending upon training needs and cohort outcomes, the City and LBCCD can duplicate, change, or cancel a specific training cohort. Underperformance at the end of each cohort shall permit the City to unilaterally cancel this contract or, in the alternative, deobligate funds up to the amount of underperformance.

**V. INVOICING PROCEDURES:**

Invoices should be submitted after each cohort to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Marian Young.

**VI. CONTINUATION OF CONTRACT:**

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

**VII. LETTER OF MODIFICATION:**

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



**ARRA Program Training Proposals**

**INSTITUTIONS OF HIGHER EDUCATION  
PY 09-11**

The Pacific Gateway WIB is soliciting ongoing training proposals from community colleges, universities and other institutions of higher education to provide classroom training services under the American Recovery and Reinvestment Act (ARRA) of 2009 - in industry-driven demand occupations relevant to Southern California.

Proposals may be submitted electronically to [melu.habacon@longbeach.gov](mailto:melu.habacon@longbeach.gov) or via mail, courier or hand-delivered at the following address:

Pacific Gateway Workforce Investment Network  
3447 Atlantic Avenue, Long Beach, CA 90807

Attention: Melu Habacon

1. Eligible Applicants: This solicitation is open to institutions of higher education located in service delivery areas in and supporting the Pacific Gateway Workforce Investment Network – and primarily includes Harbor City/Harbor Gateway, Lomita, Long Beach, San Pedro, Signal Hill, Torrance, Wilmington.

The following information must be completed by the entity:

Training Title: Introduction to Computers

Name of Agency (and Division/Department within Agency): Long Beach City College Center for Training & Professional Development
Contact: Carina Serrano
Address: 4901 E. Carson St., G-16 Long Beach, CA 90808
Phone: (562) 938-5052
Fax: (562) 938-5060
Email: <a href="mailto:cserrano@lbcc.edu">cserrano@lbcc.edu</a>
Authorized Representative to submit proposal (Name & Title): Carina Serrano, ERD Program Coordinator Marty Alvarado, Interim Director of Grants

*Note: Affidavits and Assurances will be formalized upon acceptance of the proposal and will be included in an agreement.*

2. The Pacific Gateway Workforce Investment Board has prioritized industries in which it is currently investing major resources: Healthcare; Energy/Utilities; Transportation



(and Goods Movement); Construction; Law Enforcement; and Manufacturing. The emergence of sustainability (green) as a sub-set to each industry is also a priority. Projects should relate to these demand areas, or demonstrate relevancy to the market place if not on the priority list above.

Please submit a separate proposal for each planned classroom training subject within a demand-driven industry.

Place a check mark (✓) next to the industry to which your project pertains:

- Healthcare
- Energy/Utilities
- Transportation/Goods Movement
- Construction/Building Trades
- Manufacturing

Project has a green jobs / sustainability focus: Yes \_\_\_\_\_ No   X  

Summary of proposed training 100 words or less:

This workshop is set up to be flexible with the different degrees of knowledge of incoming individuals. Individuals can start the class with a range of no knowledge in computers to intermediate level of knowledge and complete the workshop with additional gained computer knowledge. Individuals will learn the fundamentals of computers operating systems and application software. Computer terminology will be covered and basics of Office Word, Excel and PowerPoint. At completion individuals will obtain the skills to handle basic job computer functions.

*Note: Include information for industries that require industry certifications, state licensing, or other regulatory/mandated certification.*

*(Items 3-7 can be provided through separate documents)*

### 3. PROPOSED COST

Proposed cost must be calculated on a per participant basis and be all-inclusive or provide a cost-per-class to be all-inclusive. Cost should include the cost of training and any other required items the participant would need to complete the course such as; books, supplies, tools, uniforms, state licensing, or other regulatory/mandated certification expense.

Cost per cohort of 20 WIB Participants = \$   4035  

Cost per participant = \$   201

Cost breakdown per-participant:

- Instruction and class coordination \$179
- Notebook & handouts \$9
- Facility fee \$13

4. PARTICIPANT PLAN

The projected time line period for implementation and completion will begin Fall of 2009, and end no later than June 2011. Before execution of a contract with the WIB you will be asked to provide a timeline with the following information: number of Participants to be enrolled, number of Classes to be conducted, and number of expected certifications to be attained.

Introduction to Computers (40 hours-20 hours per week presented in two week periods)

Sessions require 10-20 participants.

Please see attachment A for calendar of training dates.

5. SYLLABUS/CURRICLUM

Provide a comprehensive syllabus/curriculum for each proposed training program.

Please see Attachment B

6. LOCATION AND CLASS SESSIONS

Provide location of the class and time and length of training for each course.

Course will be held on site at Long Beach City College.

Long Beach City College  
Pacific Coast Campus-Workplace Training Center  
1305 E. Pacific Coast Hwy.  
Long Beach, CA 90808

7. BOARD SCHEDULES AND APPROVALS

Provide a schedule of any board/trustee meeting dates and processes for reviews and approvals needed by your institution.

Please see Attachment C

# January 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 <b>Closed</b>	19	20	21	22	23
24	25	26	27	28	29	30
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
31	Notes:					

# February 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1	2	3	4	5	6
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
7	8	9	10	11	12 <b>Closed</b>	13
14	15 <b>Closed</b>	16	17	18	19	20
		Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	
21	22	23	24	25	26	27
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
28	Notes:					

# March 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1	2	3	4	5	6
7	8 Intro to Comp 9-2	9 Intro to Comp 9-2	10 Intro to Comp 9-2	11 Intro to Comp 9-2	12	13
14	15 Intro to Comp 9-2	16 Intro to Comp 9-2	17 Intro to Comp 9-2	18 Intro to Comp 9-2	19	20
21	22	23	24	25	26	27
28	29 Intro to Comp 2-7pm	30 Intro to Comp 2-7pm	31 Intro to Comp 2-7pm	Notes:		

# April 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:				1	2	3
				Intro to Comp 2-7pm		
4	5	6	7	8	9	10
	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm		
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
25	26	27	28	29	30	Notes:
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		

# May 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:						1
2	3	4	5	6	7	8
	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm		
9	10	11	12	13	14	15
	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm	Intro to Comp 2-7pm		
16	17	18	19	20	21	22
23	24	25	26	27	28	29
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
30	31 <b>Closed</b>	Notes:				

# June 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:		1	2	3	4	5
		Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
20	21	22	23	24	25	26
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
27	28	29	30	Notes:		



# July 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:				1	2	3
4	5 <b>Closed</b>	6	7	8	9	10
11	12 Intro to Comp 9-2	13 Intro to Comp 9-2	14 Intro to Comp 9-2	15 Intro to Comp 9-2	16	17
18	19 Intro to Comp 9-2	20 Intro to Comp 9-2	21 Intro to Comp 9-2	22 Intro to Comp 9-2	23	24
25	26	27	28	29	30	31

# August 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
8	9	10	11	12	13	14
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
15	16	17	18	19	20	21
22	23	24	25	26	27	28
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
29	30	31	Notes:			
	Intro to Comp 9-2	Intro to Comp 9-2				

# September 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:			1	2	3	4
			Intro to Comp 9-2	Intro to Comp 9-2		
5	6 <b>Closed</b>	7	8	9	10	11
12	13	14	15	16	17	18
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
19	20	21	22	23	24	25
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
26	27	28	29	30	Notes:	

# October 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:					1	2
3	4	5	6	7	8	9
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
10	11	12	13	14	15	16
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
17	18	19	20	21	22	23
24	25	26	27	28	29	30
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
31	Notes:					

# November 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:	1	2	3	4	5	6
	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7	Intro to Comp 2-7		
7	8	9	10	11	<sup>12</sup> <b>Closed</b>	13
14	15	16	17	18	19	20
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
21	22	23	24	<sup>25</sup> <b>Closed</b>	<sup>26</sup> <b>Closed</b>	27
	Intro to Comp 9-4	Intro to Comp 9-4	Intro to Comp 9-3			
28	29	30	Notes:			

# December 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Notes:			1	2	3	4
5	6	7	8	9	10	11
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
12	13	14	15	16	17	18
	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2	Intro to Comp 9-2		
19	20	21	22	23	<sup>24</sup> <b>Closed</b>	25
26	<sup>27</sup> <b>Closed</b>	<sup>28</sup> <b>Closed</b>	<sup>29</sup> <b>Closed</b>	<sup>30</sup> <b>Closed</b>	<sup>31</sup> <b>Closed</b>	Notes:

## **Introduction to Computers**

### **Part 1**

**Class A:** Overview of the Computer-Hardware, Software, How a computer works, Computer terminology

**Class B:** Overview of Windows XP or operating software being used, How to Make a file, folder, save

### **Part 2**

**Class A:** Overview of Microsoft Word-Using the Menu Toolbar and the Formatting Toolbar

**Class B:** Overview of Windows XP or operating software being used, How to Make a file, folder, save

### **Part 3**

**Class A:** Overview of Microsoft PowerPoint-Templates, Formats, Designs, Animations, Transitions, Timers

**Class B:** Making your own PowerPoint presentation-create, edit, and present your own PowerPoint Presentation

### **Part 4**

**Class A:** Overview of Microsoft Excel-spreadsheets, graphs, and functions

**Class B:** Build your own Excel program from scratch

### **Part 5**

**Class A:** Overview of the Internet-History of the Internet, terminology, and functionality

**Class B:** Setting up e-mail accounts and using e-mail, attachments, creating PDF's

### **Part 6**

**Class A:** Social Media-what is it and how do I use it? Twitter, My Space, Face Book, Linked In

**Class B:** Wrap-up of everything learned, How to buy a computer, How to use a digital Camera, Create your own Certificate

**LONG BEACH COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES CALENDAR OF MEETINGS  
NOVEMBER 2009 – JUNE 2010**

**DUE DATES FOR AGENDA ITEMS (DEPARTMENTS)**

**BOARD MEETING**

Tuesday, November 10, 2009

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Tuesday, May 11, 2010

Tuesday, May 25, 2010

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Tuesday, June 22, 2010

**DUE TO CONTRACTS MGT.**

October 19, 2009

November 9, 2009

December 14, 2009

February 1, 2010

February 16, 2010

March 1, 2009

April 5, 2010

April 19, 2010

May 3, 2010

May 17, 2010

June 1, 2010





**ARRA Program Training Proposals**

**INSTITUTIONS OF HIGHER EDUCATION  
PY 09-11**

The Pacific Gateway WIB is soliciting ongoing training proposals from community colleges, universities and other institutions of higher education to provide classroom training services under the American Recovery and Reinvestment Act (ARRA) of 2009 - in industry-driven demand occupations relevant to Southern California.

Proposals may be submitted electronically to [melu.habacon@longbeach.gov](mailto:melu.habacon@longbeach.gov) or via mail, courier or hand-delivered at the following address:

Pacific Gateway Workforce Investment Network  
3447 Atlantic Avenue, Long Beach, CA 90807

Attention: Melu Habacon

1. Eligible Applicants: This solicitation is open to institutions of higher education located in service delivery areas in and supporting the Pacific Gateway Workforce Investment Network – and primarily includes Harbor City/Harbor Gateway, Lomita, Long Beach, San Pedro, Signal Hill, Torrance, Wilmington.

The following information must be completed by the entity:

Training Title Pharmacy Technician Training Program

Name of Agency (and Division/Department within Agency): Long Beach City College Center for Training & Professional Development
Contact: Carina Serrano
Address: 4901 E. Carson St., G-16 Long Beach, CA 90808
Phone: (562) 938-5052
Fax: (562) 938-5060
Email: <a href="mailto:cserrano@lbcc.edu">cserrano@lbcc.edu</a>
Authorized Representative to submit proposal (Name & Title): Carina Serrano, ERD Program Coordinator Marty Alvarado, Interim Director of Grants

*Note: Affidavits and Assurances will be formalized upon acceptance of the proposal and will be included in an agreement.*

2. The Pacific Gateway Workforce Investment Board has prioritized industries in which it is currently investing major resources: Healthcare; Energy/Utilities; Transportation (and Goods Movement); Construction; Law Enforcement; and Manufacturing. The

emergence of sustainability (green) as a sub-set to each industry is also a priority. Projects should relate to these demand areas, or demonstrate relevancy to the market place if not on the priority list above.

Please submit a separate proposal for each planned classroom training subject within a demand-driven industry.

Place a check mark (✓) next to the industry to which your project pertains:

- Healthcare
- Energy/Utilities
- Transportation/Goods Movement
- Construction/Building Trades
- Manufacturing

Project has a green jobs / sustainability focus: Yes \_\_\_\_\_ No   X  

Summary of proposed training 100 words or less:

This course combines 182-hours of classroom instruction with a 120-hour pharmacy externship to provide individuals with a complete learning experience. Pharmacy Technicians assist pharmacist with a variety of duties such as packaging prescriptions, maintain client records, assist with inventory control and purchasing. In addition participants will receive an additional training in intravenous compounding that will expand their knowledge and employability. Graduates will receive a certificate of completion and become eligible to apply for registration within California and be prepared to take the national Pharmacy Technician Certification Board (PTCB) exam.

*Note: Include information for industries that require industry certifications, state licensing, or other regulatory/mandated certification.*

*(Items 3-7 can be provided through separate documents)*

### 3. PROPOSED COST

Proposed cost must be calculated on a per participant basis and be all-inclusive or provide a cost-per-class to be all-inclusive. Cost should include the cost of training and any other required items the participant would need to complete the course such as; books, supplies; tools, uniforms, state licensing, or other regulatory/mandated certification expense.

Cost per cohort of 30 WIB Participants = \$ 130,534

Cost per participant = \$ 4,351

Cost breakdown per-participant:

- Coordination \$484
- Registration Fees (Pharmacy Tech & Intravenous Compounding) \$3040
- Books & Materials \$180
- Licensing Fees (CPR Training, LiveScan, Photos, Physicals, TB screenings, national exam fee, state license application fee) \$604
- Facility Fee \$43

4. PARTICIPANT PLAN

The projected time line period for implementation and completion will begin Fall of 2009, and end no later than June 2011. Before execution of a contract with the WIB you will be asked to provide a timeline with the following information: number of Participants to be enrolled, number of Classes to be conducted, and number of expected certifications to be attained.

Please see Attachment A – proposed dates for Pharmacy Tech training and two alternative schedules for IV Compounding training.

5. SYLLABUS/CURRICULUM

Provide a comprehensive syllabus/curriculum for each proposed training program.

Please see Attachment B

6. LOCATION AND CLASS SESSIONS

Long Beach City College  
4900 E. Conant St. Bldg 02 Room 129  
Long Beach, CA 90808

7. BOARD SCHEDULES AND APPROVALS

Provide a schedule of any board/trustee meeting dates and processes for reviews and approvals needed by your institution.

Please see Attachment C

# Pharmacy Technician - PT100329 Long Beach CACC-MTWR

## Special Instructions

Start Date: March 29, 2010

End Date: June 22, 2010

**Classes DO NOT meet:**

Days of the Week: Monday, Tuesday, Wednesday, May 31, 2010 - Memorial Day  
Thursday

Weekend

Time: 9:00 AM - 2:30 PM

**Dates in bold indicate days class meets**  
~~Strikethrough~~ indicates class doesn't meet on that day

March 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	<b>29</b>	<b>30</b>	<b>31</b>			

April 2010						
S	M	T	W	T	F	S
				1	2	3
4	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	9	10
11	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	16	17
18	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	23	24
25	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	30	

May 2010						
S	M	T	W	T	F	S
						1
2	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	7	8
9	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	14	15
16	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	21	22
23	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	28	29
30	31					

June 2010						
S	M	T	W	T	F	S
		<b>1</b>	<b>2</b>	<b>3</b>	4	5
6	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	11	12
13	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	18	19
20	<b>21</b>	<b>22</b>	23	24	25	26
27	28	29	30			

## Intravenous Compounding - IVC100710Long BeachCACC-S

### Special Instructions

Start Date: July 10, 2010  
End Date: September 18, 2010

Classes DO NOT meet:

Days of the Week: Saturday  
Time: 9:00 AM - 2:30 PM

August 14, 2010 - Annual Faculty Workshop  
September 4, 2010 - Labor Day Weekend

**Dates in bold indicate days class meets**

~~Strikethrough~~ indicates class doesn't meet on that day

July 2010							August 2010							September 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	<b>10</b>	8	9	10	11	12	13	14	5	6	7	8	9	10	<b>11</b>
11	12	13	14	15	16	<b>17</b>	15	16	17	18	19	20	<b>21</b>	12	13	14	15	16	17	<b>18</b>
18	19	20	21	22	23	<b>24</b>	22	23	24	25	26	27	<b>28</b>	19	20	21	22	23	24	25
25	26	27	28	29	30	<b>31</b>	29	30	31					26	27	28	29	30		

## Intravenous Compounding - IVC100830Long BeachCACC-MTWR

### Special Instructions

Start Date: August 30, 2010  
End Date: September 14, 2010

Classes DO NOT meet:

Days of the Week: Monday, Tuesday,  
Wednesday, Thursday  
Time: 9:00 AM - 2:30 PM

September 6, 2010 - Labor Day  
Weekend

August 2010							September 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	<b>13</b>	<b>14</b>	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	<b>30</b>	<b>31</b>					26	27	28	29	30		

## **Pharmacy Technician**

**Goals and Purpose:** Upon successful completion of course, the student will receive a certificate of completion from Boston Reed College as having completed the training requirements of the Pharmacy Technician. This course is designed to prepare the participant for eligibility to become a Pharmacy Technician. In addition, participants will be qualified to apply for certification by the Pharmacy Technician Certification Board (PTCB) and will meet the training requirements of the State Board of Pharmacy.

### **Outcomes and Objectives:**

At the end of the course the participant will be able to:

1. Design a study plan that fits his or her learning style and personal commitments.
2. Assist the pharmacist in collecting, organizing, and evaluating information for direct client care, medication use review, and departmental management.
3. Receive and screen prescription/medication orders for completeness and authenticity.
4. Prepare medications for distribution.
5. Verify measurements, preparation, and/or packaging of medications produced.
6. Distribute medications.
7. Assist the pharmacist in the identification of clients who desire/require counseling to optimize the use of medications, equipment, devices.
8. Initiate, verify, collect payment for and initiate billing for pharmacy services or goods.
9. Purchase pharmaceuticals, devices, and supplies according to an established plan.
10. Control the inventory of medications, equipment, and devices.
11. Assist the pharmacist in monitoring the practice site and/or service area for compliance with state, federal and local laws, regulations, and professional standards.
12. Maintain the pharmacy equipment and facilities.
13. Assist the pharmacist in preparing, storing, and distributing investigational medications.
14. Assist the pharmacist in monitoring medication therapy.
15. Participate in the pharmacy department's process for preventing medication misadventures.
16. Demonstrate skill in goal-setting, organization, note-taking, and test-taking.
17. Complete externship requirements including physical exam, TB test, CPR, basic computer proficiency.
18. Use communication strategies associated with quality customer service.
19. Draft a resume that clearly communicates one's value to an employer.
20. Utilize networking, informational interviews and other resources to generate job interviews.
21. Orally express one's goals, skills and personal qualities in a manner that makes one a desirable employee.
22. Contrast effective communication approaches for dealing with people of various personal styles/temperaments.
23. Use active listening, mirroring and parameter-setting to participate effectively in difficult conversations (criticism, bad news, etc.)
24. Describe and apply several strategies for managing stress on the job, at school, at home.
25. Complete a PTCB examination practice test.

**Instructional Units/Hours of Instruction:***TopicHours*

1.	Introduction	7
2.	Law and Ethics	7
3.	Medical and Pharmacological Terminology	20
4.	Pharmacology	17
5.	Practice Sites, Technology	10
6.	Body Systems and Anatomy	17
7.	Calculations	20
8.	Receiving and Interpreting Medication Orders	10
9.	Filling and Distributing Medication Orders	20
10.	Compounding	7
11.	Over the Counter Medications	3
12.	Purchasing, Inventory and Reimbursement	10
13.	Study Skills	12
14.	Communication Skills	22
15.	Technician Issues	10
16.	Professionalism and the Workplace	17
17.	Job Search: Resume and Interviewing	3

*Total Hours – 212*

*(182 in-classroom hours)*

**Instructional Strategies:**

- Lecture
- Individualized Study
- Small Group Discussions
- Large Group Discussions
- Skills Demonstration
- Competency Check-off
- Role Play
- Small Group Projects
- Independent Research
- Workbook/Homework Assignments
- Textbook Assignments
- Multimedia

**Methods of Evaluation:**

- Quizzes
- Workbook Assignments
- Competency Check-off
- Midterm Exam
- Final Exam
- Pharmacy Externship

## Intravenous Compounding

**Goals and Purpose:** Upon successful completion of course, the student will receive a certificate of completion from Boston Reed College as having completed the training requirements of Intravenous Compounding. This course is designed to prepare the Pharmacy Technician for an intravenous compounding position in an advanced inpatient Pharmacy setting.

### Outcomes and Objectives:

After successful completion of this course the student will be able to:

1. Define medical terms and abbreviations used for inpatient pharmacy orders.
2. Demonstrate proper handwashing and sterile gloving techniques.
3. Describe and utilize Standard Precautions established by the Center for Disease Control.
4. Identify aerobic pathogens and utilize methods for preventing the contamination of sterile products compounded in the pharmacy.
5. Define injectable routes and administration systems for parenteral products.
6. Describe horizontal and vertical laminar airflow hoods (LAH) and a high efficiency particulate air (HEPA) filter.
7. Perform aseptic technique in a horizontal LAH.
8. Differentiate between varying directions for reconstituting a sterile drugs contained in a vial, calculate and prepare an ordered dose in a LAH.
9. Calculate and prepare an ordered dose from a sterile drug contained in an ampoule in the LAH.
10. Describe the risks involved in cytotoxic drug preparation and list the steps in preparing, handling and transporting cytotoxic drugs.
11. Identify the components of a Chemo Spill Kit and a biological safety cabinet.
12. Identify IV maintenance fluids and equipment.
13. Calculate and set up a total parenteral nutrition (TPN) electrolyte pooling field in a LAH.
14. Correctly fill out a TPN mixing report and prepare a TPN.
15. Calibrate and operate an Automix® compounder using specific gravity.
16. Calibrate and operate a Pharm Assist® repeater pump.
17. Correctly apply the following formulas and calculations used in IV preparation and administration:

$$D/H \times Q = X$$

$$V/C \times C = R$$

BSA(m<sup>2</sup>), (Body Surface area in m<sup>2</sup>)

Safe Dose (when ordered in BSA)

mL/h

gtt/min

### Instructional Units/Hours of Instruction:

Topic .....	Hours
Parenteral Dosage of Drugs .....	3
Using Ratio-Proportion to Calculate Dosages .....	3
Pharmacy Infection Control.....	3
Parenteral Admixture Services .....	4
Aseptic Technique, Sterile Compounding and Intravenous Admixture Programs.....	4
Calculate and set up a pooling field using positive (+) and negative (-) syringe positioning...	8
Intravenous Solutions, Equipment and Calculations .....	4
Advanced Pediatric Calculations.....	4
Calculate and set up a pooling field using positive (+) and negative (-) syringe positioning ..	9
<i>Total Hours – 42</i>	



**Instructional Strategies:**

- Lecture
- Individualized Study
- Small Group Discussions
- Large Group Discussions
- Skills Demonstration
- Competency Check-off
- Role Play
- Small Group Projects
- Independent Research
- Workbook Assignments
- Textbook Assignments
- Multimedia

**Methods of Evaluation:**

- Quizzes
- Workbook Assignments
- Competency Check-off
- Examination

**LONG BEACH COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES CALENDAR OF MEETINGS  
NOVEMBER 2009 – JUNE 2010**

**DUE DATES FOR AGENDA ITEMS (DEPARTMENTS)**

**BOARD MEETING**

**DUE TO CONTRACTS MGT.**

Tuesday, November 10, 2009

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March 1, 2009

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April 19, 2010

Tuesday, May 25, 2010

May 3, 2010

Tuesday, June 8, 2010

May 17, 2010

Tuesday, June 22, 2010

June 1, 2010