

CONTRACT

31483

1
2
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 LOS ANGELES
6 UNIFIED SCHOOL DISTRICT – DIVISION OF ADULT AND CAREER EDUCATION –
7 HARBOR OCCUPATIONAL CENTER, an Educational Institution, with offices located at
8 333 S. Beaudry Avenue, Los Angeles, California 90017, ("Contractor") and the CITY OF
9 LONG BEACH, a municipal corporation ("City") and administering entity for the Pacific
10 Gateway Workforce Investment Network.

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

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

20 1.2 Disbursement of funding has been approved by the State and
21 a Workforce Investment Act subgrant has been executed by and between the State and
22 the City authorizing such programs and providing the funding therefore under Workforce
23 Investment Act Master Subgrant Agreement, which has been designated as No.
24 2970542 the ("Prime Contract"); and

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

28 1.4 City is willing to utilize Contractor to provide contract services

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

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

1 to support WIA funded program services. Services include, but are not limited to, case
2 management, job search preparation, skills remediation, vocational training, vocational
3 assessment and supportive services.

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

6 1. DOCUMENT INCORPORATION.

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

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

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

19 Contractor and City agree to be bound by all the terms, conditions and
20 provisions contained in the Prime Contract, and the Statement of Work (collectively, the
21 "Contract Documents"). Contractor hereby agrees to assume full responsibility for the
22 performance of the operation, coordination and administration of such program pursuant
23 to all the terms and conditions of Exhibits "A" and "B" to the extent that said documents
24 are applicable to the delivery of services by Contractor hereunder; and the parties hereto
25 agree to perform all duties, obligations and tasks to be performed by each party under

1 the parties agree that the provisions of the Prime Contract shall control.

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

4 2. TERM.

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

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

21 3. PERFORMANCE REVIEW.

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

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

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

5 4. CONTRACT AMOUNT AND PAYMENT.

6 The total amount which shall be payable by City to Contractor for
7 Contractor's services during the Term shall not exceed One Hundred Ten Thousand
8 Dollars (\$110,000.00).

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

16 City may make advance payments to the Contractor as only to the extent
17 such payments are authorized and permitted by the State. Such advance payments shall

1 adjustment in expenditures shall not result in an increase in the amount of the Budget.
2 The agent or representative of Contractor who signs as the maker of checks or drafts or
3 in any manner authorizes the disbursement of said funds or expenditure of same shall be
4 covered by a blanket fidelity or comprehensive crime bond regarding the handling of said
5 funds in an amount set out in Section 11, paragraph E of this Contract.

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

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

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

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

25 5. RECORDS.

26 Records relating to the performance of this Contract shall be kept and
27 maintained by Contractor in accordance with the manner and method prescribed by
28 applicable State regulations and guidelines and City requirements, will be current,

1 complete and available for purposes of inspection and audit during business hours as
2 deemed necessary upon request by representatives of federal, state and local agencies.

3 Contractor shall provide access to all documents and materials related to
4 this Contract and shall provide any information that the City, or its designee, requires in
5 order to monitor and evaluate Contractor's performance hereunder. All such records

6 shall be maintained and accessible for a period of seven (7) years from the expiration of

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

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

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

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

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

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

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

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

28 ii. Approve the purchase of goods and services for

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

Contractor.

- iii. Approve employee time sheets.
- iv. Each above function shall be designated to a different employee.

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

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

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

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

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

F. Maintain and file all required tax and personnel reports with

1 appropriate agencies.

2 G. Contractor must adhere to all audit requirements as outlined
3 in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR
4 97.26 and 29 CFR 95.26 as applicable.

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

10 8. INDEPENDENT CONTRACTOR STATUS.

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

23 9. ASSIGNMENT.

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

26 10. INDEMNIFICATION AND HOLD HARMLESS.

27 Contractor expressly agrees to defend, protect, indemnify and hold PGWIB,
28 the City, their respective officers, employees and agents ("indemnified parties"), free and

1 harmless from and against any and all claims, damages, expenses, loss or liability of any
2 kind or nature whatsoever growing out of, or resulting from the acts or omissions of
3 Contractor, its officers, agents or employees in the performance of this Contract.
4 Contractor shall at its own cost, expense and risk, defend all claims or legal actions that

- 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

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

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

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

"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:

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: (1) enclosing the same in a sealed envelope addressed to the party
23 intended to receive the same at the address indicated herein and deposited postage
24 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
25 personal service. Such notices shall be effective on the date personal service is effected
26 or the date of the signature on the return receipt. For the purposes hereof, the address of
27 the City and the proper party to receive any such notices in its behalf is the City Manager,
28 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's

1 address for service of any such notices shall be Los Angeles Unified School District –
2 Division of Adult and Career Education – Harbor Occupation Center, 333 S. Beaudry
3 Avenue, Los Angeles, California 90017, Attention Isabel Vazquez, Telephone (213) 241-
4 3150, Fax. No. (213) 241-8980.

5 17. CONTRACT ADMINISTRATION.

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

9 18. CORPORATE STATUS.

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

13 19. ENTIRE AGREEMENT.

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

20 20. CAPTIONS AND ORGANIZATION.

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

25 21. TAX IDENTIFICATION NUMBER.

26 Contractor's Tax Identification Number is XXXXXXXXXX

27 22. AUTHORIZATION TO EXECUTE.

28 Contractor warrants and affirms to City that any and all persons signing this

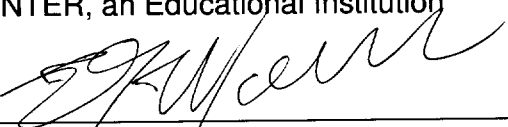
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Contract are authorized and empowered to so sign and that the execution of this Contract
2 by such person or persons does bind Contractor to all terms, covenants and conditions of
3 this Contract.

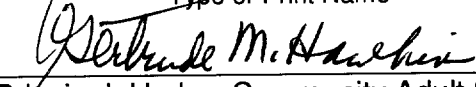
4 IN WITNESS WHEREOF, the parties hereto have caused these presents to
5 be duly executed with all the formalities required by law on the respective dates set forth
6 opposite their signatures.

7 LOS ANGELES UNIFIED SCHOOL DISTRICT
8 - DIVISION OF ADULT AND CAREER
9 EDUCATION - HARBOR OCCUPATIONAL
10 CENTER, an Educational Institution

11 January 22, 2010

12 By 
13 Executive Director
14 Ed Morris
15 Type or Print Name

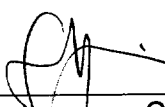
16 _____, 20

17 By 
18 Principal, Harbor Community Adult School
19 Gertrude Hawkins Occupational Center
20 Type or Print Name

21 "Contractor"

22 CITY OF LONG BEACH, a municipal
23 corporation

24 Feb 9, 2010

25 By  Assistant City Manager
26 City Manager
27 EXECUTED PURSUANT
28 TO SECTION 301 OF
THE CITY CHARTER

"City"

29 The foregoing Contract is hereby approved as to form this 9th day of
30 February, 2010.

31 ROBERT E. SHANNON, City Attorney

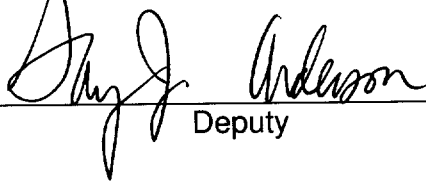
32 By 
33 Deputy

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
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)

APPROVED FOR SUBGRANTEE (By Signature)

April C. Eales

STEVEN Assistant City Manager

Name and Title
BOB HERMSMEIER
CHIEF
WORKFORCE SERVICES DIVISION

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

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public

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

Exhibit BB
Page 1 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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;
 - available counseling, rehabilitation and employee assistance programs; and

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BE
Page 2 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

Subgrantee recognizes and acknowledges:

(1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.
- (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
- (4). Have not within a three year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

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

i). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

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

j). Priority Hiring Considerations:

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

k). Sweatfree Code of Conduct:

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 3 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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

- 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

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

m). Nondiscrimination Clause

- 1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

- (a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

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

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

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

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

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

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- (b). This Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

- (c). This Subgrantee agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n). Indemnification:

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

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

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 4 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BE
Page 6 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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 agreement is hereby modified by the Subgrantee and the following

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 8 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIA, or its regulations.

15. Disallowed Costs

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

16. Conflicts

a). Subgrantee will cooperate in the resolution of any conflict with the U. S. DOL that may occur from the activities funded under this agreement.

b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

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

18. Property

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

19. Intellectual Property Provisions

a). Federal Funding

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

b). Ownership

(1). Except where Subgrantor has agreed in a signed writing to accept a license, Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.

(2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital

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

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

c). Retained Rights / License Rights

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

d). Copyright

- (1) Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b) (2) (a) of authorship made by or on behalf of Subgrantee in connection with Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." Subgrantee further agrees that the work of

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

- (i) all work performed for Subgrantee shall be deemed a "work made for hire" under the Copyright Act and
- (ii) that person shall assign all right, title, and interest to 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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 11 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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

WIA SUBGRANT AGREEMENT

Subgrantee: CITY OF LONG BEACH

Exhibit BB
Page 12 of 14
SUBGRANT NO: R970542
MODIFICATION NO: NEW

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 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

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)



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
Mela
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
- Title I-A (ARRA ADULT FORMULA)
- Title I-Y (ARRA YOUTH FORMULA)
- Title I-D (ARRA RAPID RESP FORMULA)
- Title I-Y (ARRA YOUTH SUMMER FORMULA)
- Title I-D (ARRA DSLCT WORKER FORMULA)

- Exhibit AA, pages 1 through 2
- Exhibit BB, pages 1 through 1
- Exhibit LL, pages 1 through 1
- Exhibit MM, pages 1 through 1
- Exhibit QQ, pages 1 through 1
- 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)

Name and Title
BOB HERMSMEIER
CHIEF
WORKFORCE SERVICES DIVISION

APPROVED FOR SUBGRANTEE (By Signature)

Unilateral modification. Subgrantee Signature not required.

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:

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:

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
TITLE I-A: WIA-ADULT				
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
TOTAL TITLE I-A	\$3,134,584.00	\$0.00	\$0.00	\$3,134,584.00
TITLE I-D: WIA-DISLOCATED WORKERS				
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
TOTAL TITLE I-D	\$4,721,935.00	\$0.00	\$0.00	\$4,721,935.00
TITLE I-W: WIA DEMONSTRATION PROJECT				

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) CBLL : 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
TITLE I-Y: YOUTH				
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) and must maintain active and current profiles in the Central Contractor Registration (CCR). (www.ccr.gov).

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

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

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

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

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

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

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

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

| 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.

| 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.

WIA (3/2000)

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

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.

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 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

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.

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 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

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: Los Angeles Unified School District
Division of Adult and Career Education
Harbor Occupational Center
333 S. Beaudry Ave.
Los Angeles, CA 90017
(Hereinafter referred to as "LAUSD")

CONTRACT TERM: December 1, 2009 – May 31, 2011

CONTRACT AMOUNT: Not to exceed \$110,000

NUMBER SERVED: Approximately 25 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 Los Angeles Unified School District – Division of Adult and Career Education – Harbor Occupational 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 LAUSD to expedite cohort-training opportunities in existing and upcoming career pathway opportunities. The attached proposals outlines selected industry-specific trainings to be provided by LAUSD to Network participants.

II. FUNDING:

LAUSD shall be paid an amount not to exceed \$110,000. 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 the LAUSD 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 the LAUSD.

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 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 Welding Technology

Name of Agency (and Division/Department within Agency): Harbor Occupational Center / LAUSD Division of Adult and Career Education
Contact: Gertrude Hawkins, Principal
Address: 740 North Pacific Avenue, San Pedro, CA 90731
Phone: (310) 547-5551
Fax: (310) 547-4974
Email: thawkins@lausd.net
Authorized Representative to submit proposal (Name & Title): Isabel Vazquez, Director, Career Technical Education, LAUSD Division of Adult and Career Education Attention: Trudy Hawkins, Principal, Harbor Occupational Center

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 X No

Summary of proposed training 100 words or less:

The 280 hours program will provide participants with skills to obtain entry-level work in the Manufacturing Industry – Welding Technology field. Participants will be able to sit for the D1-5 license required by the Federal railroads system, State of California and the city of Los Angeles. They will also sit for the American Welding Society 3G and 4G Position exam. These certifications are recognized by the City, State, Federal and International industry. Students will be able to work in maintenance repair, fabrication and structure steel welding.

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.

In order for us to offer a Welding Technology class for 25 participants or less, it will cost: $\$1,833.80 \times 25 = \$45,845$. If additional students enroll, it will cost \$2,200 per student.

Student Cost	\$45,845
Tool Keeper	\$6,200
Teacher Assistant	\$4,700
Welding Teacher	\$16,000
Total Cost:	\$72,745

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.

5. SYLLABUS/CURRICULUM

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

Please see attached Welding Course Outlines. Course outlines.

6. LOCATION AND CLASS SESSIONS

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

Class will be conducted at Harbor Occupational Center located at 740 North Pacific Avenue, San Pedro, California 90731, Monday – Thursday, 8:00 a.m. – 2:45 p.m. (24 hours/week) from November 2, 2009 to December 17, 2009. In 2010, the class will meet Monday – Friday, 8:00 a.m. – 2:00 p.m. (30 hours/week) from January 11, 2009 to June 25, 2009. Combination Welder (Fundamentals) is a 180 hours course and the Combination Welder: Trainee course will cover 100 hours.

All classes will be held during school hours of operation following the LAUSD Division of Adult and Career Education calendar.

7. BOARD SCHEDULES AND APPROVALS

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

LAUSD Division of Adult and Career Education Executive Director, Ed Morris, has Delegation of Authority to review and approve agreements.

	180 hrs	24 hrs/wk	30 hrs/wk
D1-5 License (\$40 for the test)		6 hrs/day	6 hrs/day
Federal railroads		4 days/wk	5 days/wk
State of California		7.5 wks	6 wks
Maintenance Repair			
Fabrication			
Structure Steel Welder			
City of LA : trainee/apprentice			
Welding Union (higher salary): apprentice program			
Salary: \$15 - \$18/hour			

	100 hrs	24 hrs/wk	30 hrs/wk
Welding Tables (20 hrs)			
*AWS 3G and 4G Position International License			
Allows for entry level job with the City of LA		6 hrs/day	6 hrs/day
Student will have a year to prepare for exam		4 days/wk	5 days/wk
with City of LA and to complete D1-1 Stick and		4.17 wks	3.33 wks
Flux Core certification.			
*AWS = American Welding Society			

COHORT	DATES	Hrs/day	Tot Days	Tot Hrs.	SCHEDULE
A	Mon. Nov 30, 2009 - Fri. Feb 5, 2010	6	15	280	M - F 8a - 2:45 p
	Holidays: winter break 2 wks, 1/18	4	9	90	MTW 4:45p - 9:00p
	9 nights x 4 hrs. = 36 hrs.	6	19	114	M - F 8a - 2:45 p
	Jan 11 - Feb 5: 5 days/week, 6 hrs/day	4	10	40	MTW 4:45p - 9:00p
	9 nights x 4 hrs = 36 hrs.				
	Holidays: 1/18				
B	Mon. Feb 8 - Wed. Apr. 21	6	47	282	M - F 8a - 2:45 p
	5 days/week, 6 hrs/day - 9 wks and 3 days			282	
	Holidays: 2/15, 3/29 - 4/2 (spring break)				
C	Thu Apr. 22 - Fri. Jun 25	4	1	280	MTW 4:45p - 9:00p
	1 nights x 4 hrs. = 4 hrs.	6	46	4	M - F 8a - 2:45 p
	5 days/week, 6 hrs/day - 9 wks + 2 days			276	M - F 8a - 2:45 p
	Holidays: 5/31 (Memorial Day)				



COHORT	DATES	Hrs/day	Tot Days	Tot Hrs.	SCHEDULE
1	Nov. 30 - Dec 17 (5 days, 6 hrs/day, 30 hrs/wk) Holidays: 12/21-1/8/10 (3 wks Wtr Brk) Jan 11 - Th Feb 25 (5 days, 6 hrs/day, 30 hrs/wk) Holidays: 1/18 (Dr. MLK Day), 2/15	6	15	90	M - F 8a - 2:45 p
		6	32	192	M - F 8a - 2:45 p
		12	47	282	

COHORT	DATES	Hrs/day	Tot Days	Tot Hrs.	SCHEDULE
2	Fri Feb 26 - Fri - Apr 30 (5 d, 6hrs/d, 30hrs/wk) Holidays: 3/29 - 4/2 (spring break) Wed Apr 7 - Wed Apr 28 (10 n, 4hrs/n = 40 hrs) Students attend 10 nights x4hrs = 40 hrs total	6	40	240	M - F 8a - 2:45 p
		4	10	40	MTW 4:45p - 9:00p
			50	280	

COHORT	DATES	Hrs/day	Tot Days	Tot Hrs.	SCHEDULE
3	Mon May 3 - Jun 25 (5d, 6hrs/d, 30 hrs/wk) Holidays: 5/31 (Memorial Day) Mon May 3 - Jun 25 (5d, 6hrs/d, 30 hrs/wk) Students attend 12 nights x 4 hrs = 48 hrs. total Holidays: 5/31 (Memorial Day)	6	39	234	M - F 8a - 2:45 p
		4	12	48	MTW 4:45p - 9:00p
			51	282	



WORKFORCE INVESTMENT NETWORK

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 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 Photovoltaic Installer

Name of Agency (and Division/Department within Agency): Los Angeles Unified School District / Division of Adult and Career Education Harbor Occupational Center – San Pedro/Wilmington Skills Center
Contact: Gertrude Hawkins, Principal
Address: 740 North Pacific Avenue, San Pedro, CA 90731
Phone: (310) 547-5551
Fax: (310) 547-4974
Email: thawkins@lausd.net
Authorized Representative to submit proposal (Name & Title): Isabel Vazquez, Director, Career Technical Education, LAUSD Division of Adult and Career Education, Attention: Trudy Hawkins, Principal, Harbor Occupational Center

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 X No

Summary of proposed training 100 words or less:

The 400 hours program will provide participants with skills to obtain entry-level work in the Energy/Utilities Industry – Photovoltaic Installer field. This program will prepare students for the North American Board of Certified Energy Practitioner (NABCEP) certification. Participants will be able to apply for jobs in the steadily growth solar panel industry in North America. The program consists of a 100 hours introductory course and a 300 hours certification preparation.

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.

In order for us to offer a Photovoltaic Installer/Solar Power class for 25 participants or less, it will cost approximately $\$2,801.00 \times 25 = \$70,025.00$. If additional students enroll, it will cost $\$3,500.00$ per student.

Teacher: \$22,240

\$92,265 Total Cost

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.

5. SYLLABUS/CURRICLUM

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

Attached.

6. LOCATION AND CLASS SESSIONS

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

Class will be conducted at Harbor Occupational Center located at 740 North Pacific Avenue, San Pedro, California 90731, Monday – Thursday, 8:00 a.m. – 2:45 p.m. (24 hours/week) tentatively from November 30, 2009 to December 17, 2009. In 2010, the class will meet Monday – Friday, 8:00 a.m. – 2:00 p.m. (30 hours/week) from January 11, 2010 to June 25, 2010. Photovoltaic Installer (Introduction) is a 100 hours course and the Photovoltaic Installer: Certification Preparation course will cover 300 hours.

7. BOARD SCHEDULES AND APPROVALS

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

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

The Division of Adult and Career Education has Delegation of Authority.

HARBOR OCCUPATIONAL CENTER / SAN PEDRO-WILMINGTON SKILLS CENTER

8

PHOTOVOLTAIC			Weeks to Complete the PV Program			
	Plan A	Intro	Certification	Total Hrs.	24 hrs/wk	30 hrs/wk
	Start on Nov 30	100	300	400	16.66	13.33
	Plan B	100	300	400	Day	Night
	Start on Jan 11				30 hrs/wk +	█
	12 weeks per cohort					
	2 cohorts by 6/25/10					

Testing \$400 each

9

TIMELINE

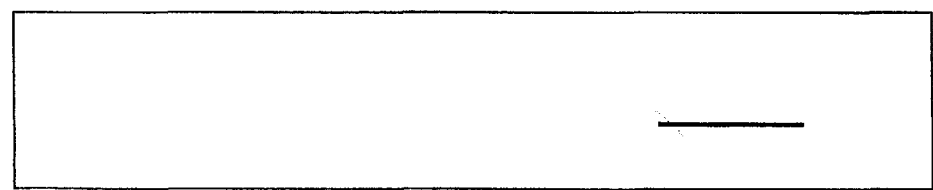
COHORT A	Tot Wks.	Tot Days	Tot Hrs.
Nov. 30 - Dec 17 (46 days, 6 hrs/day, 24-30 hrs/wk)	3	15	0
Holidays: 11/11, 11/26-27, 12/21-1/8/10			
Jan 11 - Mar 26 (5 days, 6 hrs/day, 30 hrs/wk)	11	53 ^{6h} x53 ^d =	318
Holidays: 1/18 (Dr. MLK day), 2/15 (Presidents' Day)			
Students attend 4 hrs x 21 nights = 84 hrs	7	█	84
	14	68	402

To complete 84 hours, students must take classes at night.

COHORT B	Tot Wks.	Tot Days	Tot Hrs.
Mar 29 (spring brk) - Jun 25 (5 d, 6hrs/d, 30hrs/wk)	13	60 ^{6h} x60 ^d =	360
Holidays: 3/29 - 4/2 (spring break), 5/21 (Memorial Day)			
Note: students can attend 3 nights x 4 hrs = 12 hrs/wk for 3 wks + 1 day. That is 3 nights x 4 h x 3 wks = 36 hrs + 4 hrs = 40 hrs	+ 1 day	(nights)	
	3	█	40
			400

✓ ①
M, T, W 4:45 p - 9:00 p = 4 x 3 = 12 hrs/wk

If students attend 3 nights a week for 4 hours each night, then they can complete 40 additional hours in 10 evenings (3+ weeks).



5 day classes (1 wk) = 7-8 night classes (2 wks + 1 night)
13 and 18 vs. 21 and 10

HARBOR OCCUPATIONAL CENTER / SAN PEDRO-WILMINGTON SKILLS CENTER

10

TIMELINE

COHORT 1	Tot Wks.	Tot Days	Tot Hrs.
Jan 11 - Th Apr 22 (5 days, 6 hrs/day, 30 hrs/wk) Holidays: 1/18 (Dr. MLK day), 2/15 (Presidents' Day) 3/29 - 4/2 (spring break)	11	67 ^{6hx53d=}	402
	11	67	402

Certification class which can start hands-on Jan 19, 2010.

To complete 82 hours, students must take classes at night.

COHORT 2	Tot Wks.	Tot Days	Tot Hrs.
Fri Apr 23 - Jun 25 (5 d, 6hrs/d, 30hrs/wk) Holidays: 5/21 (Memorial Day)	9	45	270
	+ 1 day	(nights)	
	3	[REDACTED]	132
			402

6hx60d=

M, T, W 4:45 p - 9:00 p = 4 x 3 = 12 hrs/wk

If students attend 3 nights a week for 4 hours each night, then they can complete 132 additional hours in 33 evenings (11+ weeks).