

OFFICE OF THE CITY ATTORNEY
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411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

CONTRACT

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3 THIS CONTRACT ("Contract") is made and entered into, in duplicate,
4 effective as of August 24, 2021, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting held on March 17,
6 2020, by and between REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public non-
7 profit educational institution, on behalf of UNIVERSITY EXTENSION OF THE
8 UNIVERSITY OF CALIFORNIA, LOS ANGELES DBA UNIVERSITY OF CALIFORNIA
9 LOS ANGELES EXTENSION (UCLA EXTENSION) ("Contractor"), with offices located at
10 1145 Gayley Avenue, Los Angeles, California 90012, and the CITY OF LONG BEACH, a
11 municipal corporation ("City") and administering entity for Pacific Gateway Workforce
12 Innovation Network.

13 WHEREAS, City submitted an application ("Application") to the Employment
14 Development Department of the State of California (the "State"), for funds to provide
15 meaningful training and employment opportunities for economically disadvantaged,
16 unemployed and underemployed persons consistent with the Workforce Investment Act of
17 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all
18 regulations, directives, policies, procedures and amendments issued thereto and/or
19 legislation, regulations, policies, directives, and/or procedures which may replace the
20 Workforce Investment Act; and

21 WHEREAS, Congress reauthorized the Workforce Investment Act of 1998
22 on July 22, 2014 as the "Workforce Investment and Opportunity Act (WIOA)" to provide
23 workforce innovation activities, through statewide and local workforce innovation systems
24 such as Pacific Gateway Workforce Innovation Network (PGWIN), administered by the City
25 of Long Beach; and

26 WHEREAS, the Application was approved by the State and a Workforce
27 Investment Act/Workforce Innovation and Opportunity Act subgrant has been executed by
28 and between the State and the City authorizing such programs and providing the funding

1 therefore under Workforce Investment Act/Workforce Innovation and Opportunity Act
2 Master Subgrant Agreement which has been designated as CFDA Nos. 17.258, 17.278,
3 and 17.277 the (together "Prime Contract"); and

4 WHEREAS, Contractor desires to participate in said program and is qualified
5 by procurement for the reason of experience, preparation, organization, staffing and
6 facilities to provide services; and

7 WHEREAS, City is willing to utilize Contractor to provide training and
8 employment services to residents;

9 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
10 conditions in this Agreement, the parties agree as follows:

11 1. DOCUMENT INCORPORATION.

12 A. The following documents are attached hereto as exhibits and
13 incorporated herein and made a part hereof by this reference as if fully set forth:

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

20 ii. Contractor's program description, statement of work
21 performed, Contractor's operation plan for participants, program conditions
22 and standards for Contractor's performance under this Contract (collectively,
23 the "Statement of Work") attached hereto as Exhibit "B".

24 B. Contractor and City agree to be bound by all the terms,
25 conditions and provisions contained in the Prime Contract, the Application, and the
26 Statement of Work (collectively, the "Contract Documents").

27 C. Contractor hereby agrees to assume full responsibility for the
28 performance of the operation, coordination and administration of such program

1 pursuant to all the terms and conditions of the exhibits to the extent that said
2 documents are applicable to the delivery of services by Contractor hereunder; and
3 the parties hereto agree to perform all duties, obligations and tasks to be performed
4 by each party under the Contract Documents.

5 D. In the event there is any conflict between the provisions of this
6 Contract and the provisions of the Prime Contract, including the attachments thereto
7 and the documents incorporated therein, as presently worded or amended in the
8 future, the parties agree that the provisions of the Prime Contract shall control.

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

11 2. TERM.

12 A. The term of this Contract ("Term") shall be deemed to have
13 commenced as of January 1, 2017, and unless sooner terminated pursuant to the
14 provisions hereof, shall terminate on December 30, 2021. Either of the parties
15 hereto shall have the right to terminate this Contract in its entirety at any time during
16 the Term for any or no reason whatsoever by giving fifteen (15) days prior written
17 notice of termination to the other party. City shall have the additional right to cancel
18 any part of this Contract at any time during the Term for any reason whatsoever by
19 giving fifteen (15) days' notice of such cancellation to the Contractor.

20 B. Notwithstanding the foregoing, the City shall have the right to
21 terminate and cancel this Contract without notice, in its sole discretion, if the actions
22 or non-action of Contractor subjects the City to liability, legal obligations or program
23 operation obligations beyond the liability and obligations under the Contract
24 Documents. If this Contract is terminated prior to the expiration of the Term,
25 Contractor shall be reimbursed for all eligible program allowable costs which have
26 been accrued but not paid through the effective date of termination. Contractor
27 agrees to accept such amount, plus all amounts previously paid, as full payment
28 and satisfaction of all obligations of City to Contractor.

1 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
2 contract under special conditions if it determines the Contractor as “high risk” under the
3 following categories:

4 A. (1) A history of unsatisfactory performance, or (2) Is not
5 financially stable, or (3) Has a management system which does not meet the
6 management standards, or (4) Has not conformed to terms and conditions of
7 previous awards, or (5) Is otherwise not responsible; and if the City determines that
8 an award will be made, special conditions and/or restrictions shall correspond to the
9 high risk condition and shall be included in the award.

10 B. Special conditions or restrictions may include: (1) Payment on
11 a reimbursement basis; (2) Withholding authority to proceed to the next phase until
12 receipt of evidence of acceptable performance within a given funding period; (3)
13 Requiring additional, more detailed financial reports; (4) Additional project
14 monitoring; (5) Requiring the Contractor to obtain technical or management
15 assistance; or (6) Establishing additional prior approvals.

16 C. If the City decides to impose such conditions, the City will either
17 include such corrective action in the Statement of Work or notify the Contractor as
18 early as possible, in writing, of: (1) The nature of the special conditions/restrictions;
19 (2) The reason(s) for imposing them; (3) The corrective actions which must be taken
20 before they will be removed and the time allowed for completing the corrective
21 actions and (4) The method of requesting reconsideration of the conditions or
22 restrictions imposed.

23 4. PERFORMANCE REVIEW.

24 A. After each quarter during the Term, the City will conduct a
25 review of Contractor’s performance by comparing the Contractor’s planned
26 performance and/or contract earning levels with the actual performance and
27 contract earning levels achieved by Contractor. If the Contractor is ten percent
28 (10%) or more below their planned total at the end of the first quarter or any quarter

1 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
2 funds up to the amount of the under expenditure or underperformance.
3 Alternatively, upon review and approval of the City, Contractor may be allowed to
4 submit a corrective action plan demonstrating that program performance is
5 attainable and expenditure levels can be met. At the discretion of the City,
6 Contractor may be allowed to continue program services.

7 B. Underperformance at the end of the second quarter or any
8 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
9 alternative and at the sole discretion of the City, deobligate funds from this Contract
10 up to the amount of the underexpenditures.

11 5. CONTRACT AMOUNT AND PAYMENT.

12 A. The total amount which shall be payable by City to Contractor
13 for Contractor's allowable services during the Term shall not exceed Three Hundred
14 Fifty-Four Thousand Eight Hundred Seventy Dollars (\$354,870).

15 B. The City shall, in due course, reimburse the Contractor for the
16 actual, allowable, reasonable and necessary costs and expenses incurred by
17 Contractor in the performance of this Contract which are authorized and approved
18 by Exhibit "B" and are in accordance with and pursuant to the Prime Contract, to the
19 extent that such Prime Contract is applicable to the Contractor's performance
20 hereunder.

21 C. Payment to the Contractor shall be limited to the amounts
22 specified in Exhibit "B" for the categories, criteria and rates established in said
23 Exhibit. The allocation of the total contract amount among the items in the Budget
24 may vary by as much as ten percent (10%) without the approval by Workforce
25 Innovation Board's Executive Director ("Executive Director"). Additionally,
26 Contractor may, with the prior written approval of the Executive Director or his
27 designee, make adjustments within and among the categories of expenditures in
28 the Budget in excess of ten percent (10%), and modify the performance to be

1 rendered hereunder as provided in Exhibit "B"; provided, however, that any such
2 adjustment in expenditures shall not result in an increase in the amount of the total
3 contract. The agent or representative of Contractor who signs as the maker of
4 checks or drafts or in any manner authorizes the disbursement of said funds or
5 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
6 bond regarding the handling of said funds in an amount set out in Section 13,
7 paragraph E of this Contract.

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

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

19 F. All payments to Contractor by the City will be based upon
20 invoices and the necessary supporting documents which the State and the City may
21 require Contractor to submit. The expenditure of all funds shall be accounted for
22 promptly and submitted with the funded "Period of Availability" for the program year.
23 Reimbursement will not be made for claims generated beyond contract end date or
24 ninety (90) days after the contract end date for properly accrued expenditures.
25 Contractor shall keep separate detailed accounts for each expenditure for each
26 component part of this project.

27 G. Public or private non-profit contractor revenues in excess of
28 costs are considered program income or profits in accordance with Code of Federal

1 Regulations definition of "Income" pursuant to 29 CFR 97.32(2). When authorized,
2 program income may be added to the funds committed to the grant agreement. The
3 program income shall be used for the purposes and under the conditions of the grant
4 agreement or as amended unless the Governor of the State of California requires
5 that such income be turned over to the State.

6 6. RECORDS.

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

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

18 7. FINANCIAL REPORTS.

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

1 manner prescribed by the City. Final payment to the Contractor under this Contract
2 will be paid only after the City has determined that Contractor has satisfactorily
3 completed said close-out procedures.

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

11 8. ACCOUNTING PROCEDURES.

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

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

25 i. Maintain a bank account and perform monthly bank
26 reconciliations.

27 (a) Deposit all receipts in the bank account promptly
28 and intact.

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(b) Do not pay any expense directly out of cash receipts.

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

(d) Disburse all funds by check, preferably signed or approved electronically by two (2) employees, neither of whom is the bookkeeper or the accounting clerk.

ii. Designate specific employees to perform each of the following functions:

(a) Receipt for goods and services provided to Contractor.

(b) Approve the purchase of goods and services for Contractor.

(c) Approve employee time sheets.

(d) Each above function shall be designated to a different employee.

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

(a) Original invoice from each vendor.

(b) 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.

(c) Indication that the goods or services were

1 approved for purchase by an authorized individual. This should be by
2 signature and date and should appear on the invoice or on the
3 purchase order or purchase requisition, if such is used by the
4 Contractor.

5 iv. Maintain a copy of each invoice submitted to the
6 Operations Division with copies of all supporting documents.

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

9 (a) Bank statements and bank reconciliations.

10 (b) Deposit slips and supports.

11 (c) Checks and supports.

12 (d) Time sheets or documentation to verify

13 Contractor's labor costs.

14 (e) Cash receipts and cash disbursement journals.

15 (f) Requests for reimbursement and supports.

16 (g) Financial statements.

17 (h) Maintain and file all required tax and personnel

18 reports with appropriate agencies.

19 vi. Contractor must adhere to all audit requirements as
20 outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR
21 Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

22 C. All invoices and billings will be considered final and must be
23 submitted within forty-five (45) calendar days from the end of the Term. Resolution
24 of disputed matters must be resubmitted within fifteen (15) calendar days from date
25 mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices
26 or billings submitted after the cut-off date, or if funding is no longer available.

27 9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood
28 that in the performance of this Contract, the Contractor shall at all times be considered a

1 wholly independent contractor and that Contractor's obligations to and authority from the
2 City are solely as are preserved by this Contract. Contractor expressly warrants that it will
3 not, at any time, hold itself out or in any manner represent that Contractor or any of its
4 agents, volunteers, subscribers, members, officers or employees are in any manner the
5 officers, employees or agents of the City or the Pacific Gateway Workforce Innovation
6 Network (Network), an unincorporated non-profit association. Contractor shall not have
7 any authority to bind the City or Network at any time or for any purpose. Contractor nor
8 any of Contractor's officers, employees or agents shall have any power or authority as
9 agents or employees of the City or Network and shall not be entitled to any of the rights,
10 privileges or benefits of a City or Network employee.

11 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services of Contractor and Contractor's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement was
14 and is the professional reputation and competence of Contractor and Contractor's
15 employees. Contractor shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
17 of City, except that Contractor may with the prior approval of the City Manager of City,
18 assign any moneys due or to become due the Contractor under this Agreement. Any
19 attempted assignment or delegation shall be void, and any assignee or delegate shall
20 acquire no right or interest by reason of an attempted assignment or delegation.
21 Furthermore, Contractor shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee, or substitute an approved subconsultant
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall
24 prevent Contractor from employing as many employees as Contractor deems necessary
25 for performance of this Agreement.

26 11. INDEMNITY.
27 A. Contractor shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
3 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
4 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
5 in part, out of or in connection with (1) Contractor’s breach or failure to comply with
6 any of its obligations contained in this Agreement, including any obligations arising
7 from the Project’s compliance with or failure to comply with applicable laws, including all
8 applicable federal and state labor requirements including, without limitation, the
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts,
10 errors, omissions or misrepresentations committed by Contractor, its officers,
11 employees, agents, subcontractors, or anyone under Contractor’s control, in the
12 performance of work or services under this Agreement (collectively “Claims” or
13 individually “Claim”).

14 B. In addition to Contractor’s duty to indemnify, Contractor shall
15 have a separate and wholly independent duty to defend Indemnified Parties at
16 Contractor’s expense by legal counsel approved by City, from and against all
17 Claims, and shall continue this defense until the Claims are resolved, whether by
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
19 breach, or the like on the part of Contractor shall be required for the duty to defend
20 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
21 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim was
24 caused by the sole negligence or willful misconduct of Indemnified Parties,
25 Contractor’s costs of defense and indemnity shall be (1) reimbursed in full if the
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

2 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
3 administer contract within the policies and procedures mandated by the Workforce
4 Investment Act of 1998, subsequently reauthorized as Workforce Investment and
5 Opportunity Act, and the Network and agrees to comply with the following contract clauses,
6 as applicable, during the duration of the contract period:

7 A. Compliance with requirements and/or regulations related to
8 patent rights, copyrights, and rights in data;

9 B. Maintenance of records for 7 years;

10 C. The Equal Employment Opportunity Act provisions;

11 D. The Americans with Disabilities Act of 1990;

12 E. The Contract Work Hours and Safety Standards Act;

13 F. The Clean Air Act and Environmental Protection Agency
14 regulations;

15 G. The Energy Policy Conservation Act;

16 H. The Byrd Anti-Lobbying Amendment;

17 I. Veteran's Priority Provisions;

18 J. Whistle Blower Protection;

19 K. Buy American Requirements.

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

24 A. Comprehensive General Liability in an amount not less than Two
25 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
26 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
27 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
28 out of activities performed by or on behalf of the Contractor and coverage shall be in a form

1 acceptable to the Risk Manager of the City ("Risk Manager").

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

5 C. Workers' Compensation as required by the Labor Code of the State of
6 California and Employers' Liability Insurance with limits of one Million Dollars
7 (\$1,000,000.00) per occurrence.

8 D. Accidental Medical, Death and Dismemberment Insurance for all
9 participants not entitled to workers' compensation benefits under the provisions of Section
10 3700 of the Labor Code of the State of California, unless this requirement has been waived
11 in writing by the Risk Manager. Said insurance shall have limits of not less than One
12 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
13 Dollars (\$25,000.00) Accidental Death and Dismemberment.

14 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
15 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
16 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
17 employee's agents or representatives of the Contractor who sign as the maker of checks
18 or drafts or in any manner authorize the disbursement or expenditure of said funds.

19 Each insurance policy shall be endorsed to provide that coverage shall not
20 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
21 prior written notice has been given to the City. All such insurance shall be primary and not
22 contributing to any other insurance or self-insurance maintained by the Indemnified Parties.

23 The insurance required hereunder shall be placed with carriers admitted to
24 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
25 Company and may be subject to such self-insurance or deductible as may be approved by
26 the Risk Manager. Any Contractors which Contractor may use in the performance of
27 services under this Contract shall be required to maintain insurance in accordance with the
28 requirements here in Section 13.

1 Contractor shall furnish the City with certificates of insurance and with original
2 endorsements affecting coverage as required above. The certificates and endorsements
3 for each insurance policy shall be signed by a person authorized by that insurer to bind
4 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
5 extended reporting period of not less than One Hundred Eighty (180) days. No claims
6 made policies shall be acceptable to City unless the City Manager determines that no
7 occurrence policy is available in the market for the particular risk being insured. Any
8 modification or waiver of the insurance requirements contained in this Contract shall only
9 be made with the written approval of the Risk Manager in accordance with established city
10 policy.

11 14. DRUG-FREE WORKPLACE. Contractor shall comply with
12 Government Code Sections 8350 et seq. and 29 CFR Part 98, in matters relating to
13 providing a drug-free workplace including, but not limited to, the following:

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

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

- 20 i. The dangers of drug abuse in the workplace,
21 ii. The person's or organization's policy of maintaining a
22 drug-free workplace;
23 iii. Any available counseling, rehabilitation and employee
24 assistance programs, and
25 iv. Penalties that may be imposed upon employees for drug
26 abuse violations.

27 C. Ensuring that every employee who provides services under this
28 Contract:

1 i. Will receive a copy of Contractor's drug-free policy
2 statement, and

3 ii. Will agree to abide by the terms of Contractor's
4 statement as a condition of employment on this Contract:

5 D. Payments due Contractor may be subject to suspension or
6 termination for failure to carry out the requirements of Government Code Sections
7 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
8 Workplace. As provided in Government Code Section 8357, the City shall not be
9 required to ensure that Contractor provides a drug-free workplace.

10 15. NONDISCRIMINATION.

11 A. In connection with performance of this Agreement and subject
12 to applicable rules and regulations, Contractor shall not discriminate against any
13 employee or applicant for employment because of race, religion, national origin,
14 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
15 disability. Contractor shall ensure that applicants are employed, and that employees
16 are treated during their employment, without regard to these bases. These actions
17 shall include, but not be limited to, the following: employment, upgrading, demotion
18 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
19 or other forms of compensation, and selection for training, including apprenticeship.

20 B. It is the policy of City to encourage the participation of
21 Disadvantaged, Minority and Women-owned Business Enterprises in City's
22 procurement process, and Contractor agrees to use its best efforts to carry out this
23 policy in its use of subconsultants and contractors to the fullest extent consistent
24 with the efficient performance of this Agreement. Contractor may rely on written
25 representations by subconsultants and contractors regarding their status.
26 Contractor shall report to City in May and in December or, in the case of short-term
27 agreements, prior to invoicing for final payment, the names of all subconsultants
28 and contractors hired by Contractor for this Project and information on whether or

1 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
2 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

3 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
4 accordance with the provisions of the Ordinance, this Agreement is subject to the
5 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
6 Long Beach Municipal Code, as amended from time to time.

7 A. During the performance of this Agreement, the Contractor
8 certifies and represents that the Contractor will comply with the EBO. The
9 Contractor agrees to post the following statement in conspicuous places at its place
10 of business available to employees and applicants for employment:

11 "During the performance of a contract with the City of Long Beach, the
12 Contractor will provide equal benefits to employees with spouses and its employees
13 with domestic partners. Additional information about the City of Long Beach's Equal
14 Benefits Ordinance may be obtained from the City of Long Beach Business Services
15 Division at 562-570-6200."

16 B. The failure of the Contractor to comply with the EBO will be
17 deemed to be a material breach of the Agreement by the City.

18 C. If the Contractor fails to comply with the EBO, the City may
19 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
20 to become due under the Agreement may be retained by the City. The City may
21 also pursue any and all other remedies at law or in equity for any breach.

22 D. Failure to comply with the EBO may be used as evidence
23 against the Contractor in actions taken pursuant to the provisions of Long Beach
24 Municipal Code 2.93 et seq., Contractor Responsibility.

25 E. If the City determines that the Contractor has set up or used its
26 contracting entity for the purpose of evading the intent of the EBO, the City may
27 terminate the Agreement on behalf of the City. Violation of this provision may be
28 used as evidence against the Contractor in actions taken pursuant to the provisions

1 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

2 17. CONFIDENTIALITY.

3 A. Contractor shall keep confidential all financial, operations, and
4 performance records relating to its performance of this Contract ("Data") and shall
5 not disclosed the Data or use the Data directly or indirectly other than in the course
6 of services provided hereunder. The obligation of confidentiality shall continue
7 following expiration or earlier termination of this Contract. In addition, Contractor
8 shall keep confidential all information, whether written or oral, or visual, obtained by
9 any means whatsoever in the course of Contractor's performance hereunder for the
10 same period of time. Contactor shall not disclose Data to any third party, nor use it
11 for Contractor's own benefit or the benefit of others without first obtaining the prior
12 written authorization and consent of the City.

13 B. All Data and other information, in whatever form or medium,
14 compiled or prepared by Contractor in performing its services or furnished to
15 Contractor by City shall be the property of City and City shall have the unrestricted
16 right to use or disseminate same without payment of further compensation to
17 Contractor. Copies of Contractor's work product may be retained by Contractor for
18 its own records.

19 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
20 breach of confidentiality with respect to Data that:

21 A. Contractor demonstrates Contractor knew prior to the time City
22 disclosed it; or

23 B. Is or becomes publicly available without breach of this Contract
24 by Contractor; or

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

27 D. Must be disclosed pursuant to subpoena, court order, state or
28 federal WIA rules and regulations, federal Department of Labor rules and

1 regulations, or the rules and regulations of any other governmental agency having
2 jurisdiction over WIA administration.

3 19. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to Consultant at the address first stated above, and to the City
6 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
7 copy to the Pacific Gateway's Executive Director at 4811 Airport Plaza Drive, Long Beach
8 CA 90815. Notice of change of address shall be given in the same manner as stated for
9 other notices. Notice shall be deemed given on the date deposited in the mail or on the
10 date personal delivery is made, whichever occurs first.

11 20. CONTRACT ADMINISTRATION. The City Manager, or designee, is
12 authorized and directed, for and on behalf of the City, to administer this Contract and all
13 related matters, and any decision of the City Manager, or his designee, in connection
14 herewith shall be final.

15 21. CORPORATE STATUS. If the Contractor is a corporation, Contractor
16 shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of
17 good standing of the corporate status.

18 22. ENTIRE AGREEMENT. This document fully expresses all
19 understandings of the parties concerning all matters covered and shall constitute the total
20 Agreement. Except for the adjustments of Exhibit "B" as provided in Section 5 hereof, no
21 addition to or alteration of the terms of this Contract whether by written or oral
22 understanding of the parties, their officers, agents or employees shall be valid unless made
23 in writing and formally adopted in the same manner as this Contract.

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

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 24. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
3 Contractor shall be solely responsible for payment of all federal and state taxes resulting
4 from payments under this Agreement. Contractor shall submit Contractor's Employer
5 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
6 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
7 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
8 Contractor provides one of these numbers.

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

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

5 REGENTS OF THE UNIVERSITY OF
6 CALIFORNIA, a public non-profit
7 educational institution, on behalf of
8 UNIVERSITY EXTENSION OF THE
9 UNIVERSITY OF CALIFORNIA, LOS
10 ANGELES DBA UNIVERSITY OF
11 CALIFORNIA LOS ANGELES EXTENSION
12 (UCLA EXTENSION)

13 September 13, 2021

14 By [Signature]
15 Name Eric A. Bullard
16 Title Dean, Continuing Education
17 and UCLA Extension

18 _____, 2021

19 By _____
20 Name _____
21 Title _____

22 "Contractor"

23 CITY OF LONG BEACH, a municipal
24 corporation

25 9-17-21, 2021

26 By Linda J. Jatum
27 City Manager

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

This Contract is approved as to form on Sept. 15, 2021.

CHARLES PARKIN, City Attorney

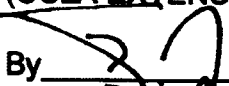
By [Signature]
Deputy

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

REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public non-profit educational institution, on behalf of UNIVERSITY EXTENSION OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES DBA UNIVERSITY OF CALIFORNIA LOS ANGELES EXTENSION (UCLA EXTENSION)

September 13, 2021
_____, 2021

By 
Name Eric A. Bullard
Title Dean, Continuing Education and UCLA Extension
By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Contract is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4684



Gavin Newsom, Governor
California Labor and Workforce Development Agency



November 30, 2020

Mr. Nick Schultz, Executive Director
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
Long Beach, CA 90815

Dear Mr. Nick Schultz

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUBGRANT AGREEMENT AA111013

Enclosed is a copy of modification number two of your WIOA Subgrant Agreement. The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.

If you have any questions, please contact your Regional Advisor.

Sincerely,

/s/Maria McNamara
Manager
Financial Management Unit

Enclosure

cc: Mr. Robert Garcia, Mayor
Veronica Champayne, Regional Advisor
Michelle Mori, Financial Management Unit

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway Workforce
Innovation Network

SUBGRANT NO: AA111013
MODIFICATION NO: 2
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE:

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific
Gateway Workforce Innovation
Network
4811 Airport Plaza Drive, Suite
200
GOVERNMENTAL ENTITY: LONG BEACH, CA 90815

Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **City of Long Beach, Pacific Gateway Workforce Innovation Network**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Dislocated Worker Rd 2
- Adult Formula Rd 2

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT	\$2,410,176.00
	INCREASE/DECREASE:	\$2,531,913.00
	TOTAL:	\$4,942,089.00

TERM OF AGREEMENT From:4/1/2020 To: 6/30/2022	Terms of Exhibits are as designated on each exhibit
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PURPOSE: The purpose of this modification is to incorporate Round 2 WIOA formula funding for Program Year (PY) 2020-21 into grant codes 202, 293, 502, and 541.

APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature) <i>Maria McNamara for</i>	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required
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Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title
--	-----------------------

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance
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Signature of EDD Accounting Officer

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA111013
MODIFICATION NO:2

City of Long Beach, Pacific Gateway
Workforce Innovation Network

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96211 292 Rapid Response Layoff Aversion 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$12,665.00	\$0.00	\$0.00	\$12,665.00
98421 293 Rapid Response Layoff Aversion 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$56,691.00	\$0.00	\$56,691.00
96211 540 Rapid Response by Formula 07/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$53,357.00	\$0.00	\$0.00	\$53,357.00
98421 541 Rapid Response by Formula 10/01/2020 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$238,832.00	\$0.00	\$238,832.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$66,022.00	\$295,523.00	\$0.00	\$361,545.00
WIA/WIOA Formula				
96151 201 Adult Formula RD 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$288,902.00	\$0.00	\$0.00	\$288,902.00
98281 202 Adult Formula Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$1,441,635.00	\$0.00	\$1,441,635.00
96101 301 Youth Formula Rd 1 04/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,877,699.00	\$0.00	\$0.00	\$1,877,699.00
96201 501 Dislocated Worker Rd 1 07/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$177,553.00	\$0.00	\$0.00	\$177,553.00
98211 502 Dislocated Worker Rd 2 10/01/2020 to 06/30/2022 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$794,755.00	\$0.00	\$794,755.00
Total WIA/WIOA Formula	\$2,344,154.00	\$2,236,390.00	\$0.00	\$4,580,544.00
Grand Total:	\$2,410,176.00	\$2,531,913.00	\$0.00	\$4,942,089.00

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2020-21 Subgrant Agreement to support the Layoff Aversion Program. These funds in grant code 293 will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from October 1, 2020 through June 30, 2021. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2022

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

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2020/21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2022. FAIN AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:AA111013
MODIFICATION NO: 2

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-34757-20-55-A-6
FEDERAL AWARD DATE: 10/27/2020
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2020 - 06/30/2021

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

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2020-21 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of round 2 funding and are available for expenditures from October 1, 2020 through June 30, 2021. These 'formula advanced' Rapid Response funds must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-34757-20-55-A-6. **Note: For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.**

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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway

SUBGRANT NO: AA011013
 MODIFICATION NO: 7
 SUBRECIPIENT CODE: LBC
 UNIQUE ENTITY NO: 075295832
 INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach, Pacific Gateway
 4811 Airport Plaza Drive, Suite 200
 LONG BEACH, CA 90815
 GOVERNMENTAL ENTITY:
 Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **City of Long Beach, Pacific Gateway**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
 COVID-19 Employment Recovery NDWG

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$5,519,399.00 \$700,000.00 \$6,219,399.00
TERM OF AGREEMENT From:4/1/2019 To: 3/31/2022	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this modification is to incorporate \$700,000 of National Dislocated Worker Grant funds to the COVID-19 Employment Recovery NDWG Project in grant code 1194.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature) <i>Maria McNamara for</i>	APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	

Signature of EDD Accounting Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 023 Statute: 2019 FY: 19/20

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA011013
MODIFICATION NO:7

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
98420 1187 Underserved COVID-19 Impacted Individuals Grants 03/01/2020 to 09/30/2020 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$270,000.00	\$0.00	\$0.00	\$270,000.00
98420 1193 COVID-19 Response (LBC) 04/01/2020 to 03/31/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$950,900.00	\$0.00	\$0.00	\$950,900.00
96210 292 Rapid Response Layoff Aversion 07/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$9,250.00	\$0.00	\$0.00	\$9,250.00
98420 293 Rapid Response Layoff Aversion 10/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$43,889.00	\$0.00	\$0.00	\$43,889.00
96210 540 Rapid Response by Formula 07/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$36,638.00	\$0.00	\$0.00	\$36,638.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$1,310,677.00	\$0.00	\$0.00	\$1,310,677.00
WIA/WIOA Formula				
96150 201 Adult Formula RD 1 07/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$229,123.00	\$0.00	\$0.00	\$229,123.00
98280 202 Adult Formula Rd 2 10/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$1,221,476.00	\$0.00	\$0.00	\$1,221,476.00
96100 301 Youth Formula Rd 1 04/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$1,574,448.00	\$0.00	\$0.00	\$1,574,448.00
96100 302 Youth Formula 04/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$4,658.00	\$0.00	\$0.00	\$4,658.00
96200 501 Dislocated Worker Rd 1 07/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$174,978.00	\$0.00	\$0.00	\$174,978.00
98210 502 Dislocated Worker Rd 2 10/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$830,204.00	\$0.00	\$0.00	\$830,204.00
Total WIA/WIOA Formula	\$4,034,887.00	\$0.00	\$0.00	\$4,034,887.00
WIA/WIOA National Emergency Grant				
93870 1194 COVID-19 Employment Recovery NDWG 04/10/2020 to 03/31/2022 Prog/Element 62/10 Ref 001 Fed Catlg 17.277	\$0.00	\$700,000.00	\$0.00	\$700,000.00
Total WIA/WIOA National Emergency Grant	\$0.00	\$700,000.00	\$0.00	\$700,000.00

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA011013
MODIFICATION NO:7

City of Long Beach, Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
98420 541 Rapid Response by Formula 10/01/2019 to 06/30/2021 Prog/Element 61/70 Ref 001 Fed Catg 17.278	\$173,835.00	\$0.00	\$0.00	\$173,835.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$173,835.00	\$0.00	\$0.00	\$173,835.00
Grand Total:	\$5,519,399.00	\$700,000.00	\$0.00	\$6,219,399.00

NARRATIVE

SUBGRANT NO:AA011013
MODIFICATION NO: 7

SUBRECIPIENT:City of Long Beach, Pacific Gateway
FAIN NO: DW-34646-20-60-A-6
FEDERAL AWARD DATE:
FUNDING SOURCE: COVID-19 Employment Recovery NDWG - 1194

TERM OF THESE FUNDS: 04/10/2020 - 03/31/2022

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

PROGRAM NARRATIVE

The purpose of this modification is to incorporate \$700,000 of National Dislocated Worker Grant funds to the COVID-19 Employment Recovery NDWG Project in grant code 1194. The term of these funds is from April 10, 2020 through March 31, 2022. The project funds are limited to 50% of the total award until the department receives and approves the completed required subgrant exhibits within 60 days of the project's initiation.

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.

WIOA (2015)

EXHIBIT B

Pacific Gateway Workforce Innovation Network Scope of Work

Training Provider	Regents of the University of California, a public non-profit educational institution, on behalf of University Extension of the University of California, Los Angeles, DBA University of California Los Angeles Extension
Term	January 1, 2017 – December 31, 2021
Amount/Award	\$ 354,870
Master Agreement	CFDA Nos. 17.258,17.278, and 17.277

Administered by the City of Long Beach, Pacific Gateway Workforce Innovation Network (Pacific Gateway) shall enter into an Agreement with **Regents of the University of California, a public non-profit educational institution, on behalf of University Extension of the University of California, Los Angeles, DBA University of California Los Angeles Extension**, hereinafter referred to as Training Provider, to administer and deliver the services described in this Agreement.

SCOPE OF WORK

TRAINING PROGRAMS

Pacific Gateway agrees to pay with prior approval the cost of the Workforce Innovation and Opportunity Act (WIOA) training program(s) listed on the State of California Eligible Training Provider List (ETPL) and other allowable costs associated with the training(s).

TRAINING AUTHORIZATION

The Training Provider understands that Pacific Gateway must authorize trainees before enrollment in training. Pacific Gateway will provide a Letter of Authorization (LOA), Individual Training Account (ITA) Scholarship, and, if applicable, the Los Angeles City Referral Notice to the Provider for all authorized trainees. Prior to the approval for training, any cost incurred will be the sole responsibility of the Training Provider. This Agreement does not supersede the Educational Agreement entered into by the Training Provider.

COST AND REIMBURSEMENT

The total amount reimbursed to the Training Provider, shall not exceed the amount as documented in the ETPL. Tuition, fees, estimated length of training, and program requirements must align with the information documented in the ETPL.

In no event shall Pacific Gateway reimburse the Provider above the actual expenditures for those services set forth herein. If training is not completed, the Training Provider is

entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was provided in accordance to the Maxine Waters School Reform and Student Protection Act of 1989 Section 94870.

Reimbursement to the Training Provider is based on the training services specified in the ITA Scholarship and the submission of the Trainee evaluations, attendance sheets, measurable skills gain documentation, and certificate of completion. If the specified training services are not adequately provided and/or the above documentation is not submitted per the stipulations in the Educational Agreement, payment to the Training Provider may be delayed or withdrawn

The Training Provider agrees that the Trainee will not be asked to pay for any items or services provided that are not specified as a "Total Trainee Obligation" in the ITA Scholarship. The Training Provider understands that a violation of this provision may terminate this Agreement, at Pacific Gateway's discretion.

The Training Provider agrees to maintain records as stipulated in the Educational Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement.

PERFORMANCE

The Training Provider agrees to provide attendance and progress reports on a routine basis for the duration of training and contain the required information, as stipulated in the Educational Agreement.

The Training Provider shall perform all services herein and documented in the ETPL. Any attempt by the Training Provider to delegate or subcontract, except for the hiring of instructors, may lead to termination of this Agreement and withdrawal of payment(s) by Pacific Gateway.

Pacific Gateway retains the right to observe and monitor services including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel.

PROVIDER ASSURANCES

The Training Provider shall maintain the confidentiality of any information regarding the Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source

The Training Provider shall ensure that the Trainee is provided with a copy of the Training Provider's grievance policy and procedures

If Trainee provides notification to Provider to terminate their training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document the reason for termination. The Training Provider shall notify Pacific Gateway in writing to the Educational Career Coordinator within one (1) day of notification of the Trainees' decision.

The Training Provider may terminate/suspend the Trainee on the same basis the Training Provider would terminate/suspend any other participant receiving educational services. The Training Provider shall first advise Pacific Gateway by emailing the Educational Career Coordinator, within one (1) business day of the impending termination/suspension. The Training Provider shall provide Pacific Gateway an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.

The Training Provider shall maintain appropriate standards for health and safety and ensure the conditions of training are appropriate and reasonable.

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

- a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I financially assisted program or activity.
- b. Title V of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

INVOICING

1. Pacific Gateway shall pay the Training Provider as per stipulations set forth in this Agreement.

2. Payments for training shall be disbursed as follows:

Pay Point #1: At the 30th day of active participation **50%**
within 30 calendar days

Pay Point #2: At the completion of training **50%**

- i. **At the Beginning of Training (50%):** After the participant has completed their 30th training day of active participation, an invoice with the progress report and proof of attendance must be sent for 50% of the tuition payment.
- ii. **At Completion (50%):** Upon the Trainee's satisfactory completion of training and demonstration of the following:
 - Attained competencies as outlined in the Training Provider's course curriculum per training schedule.

- Attained satisfactory test score(s) or achievement level prescribed for completion.

An invoice should be sent within fifteen (15) days after completion of training with the following:

- A copy of the certificate(s) of completion
- A measurable skill gains (MSG) or other form of progress made by the participant in a training program that leads to a credential or employment.
- The notice of award or denial for financial aid
- Verification of training and leverage funds (Attachment B)
- Attendance sheets and progress reports

3. The Training Provider shall submit invoices for payment in accordance with the payment schedule explained above. Invoices must include the following:

1. Name of Trainee
2. Name of Training Program
3. Start and End Dates
4. Amount Due
5. Payments Made to Date
6. Balance
7. Specify Pay Point, e.g., 1 or 2

4. Original invoices must be mailed for verification and review to: The WorkPlace, 4811 Airport Plaza Dr., Suite 200, Long Beach, CA 90815, Attn: Karla Olivas. Please address all inquiries regarding the status of payment to the Fiscal Unit, at (562) 570-4726.

The Training Provider is required to report early withdrawal or terminations of Trainees' training to the Educational Career Coordinator. All refunds of unearned training funds must be returned promptly to Pacific Gateway from the Training Provider. Unless otherwise indicated by the Training Provider refund policy, refunds are based on a proration of services provided, which is calculated by the percentage of training hours completed. Each hour of training equates to a dollar amount.

CONTINUATION OF AGREEMENT

This Agreement is subject to WIOA rules and regulations and the availability of WIOA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIOA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.