

CONTRACT

36083

THIS CONTRACT ("Contract") is made and entered into, in duplicate, effective as of October 13, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 13, 2021, by and between KIANA SHAW ENTERPRISES, LLC, a California limited liability company dba KRS Training and Development ("Contractor"), with offices located at 11201 5th Street, Suite 1308, Rancho Cucamonga, California 91730, and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Innovation Network.

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

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

WHEREAS, the Application was approved by the State and Workforce Innovation and Opportunity Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Innovation and Opportunity Act Master Subgrant Agreement which has been designated as the ("Prime Contract"). The Prime Contract No. CFDA No. 17.259 dated 4/1/21, is

1 incorporated herein by reference as though fully set forth.; and

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

5 WHEREAS, City is willing to utilize Contractor to provide career preparation
6 and life skills workshops for job seekers and youth;

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

9 1. DOCUMENT INCORPORATION.

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

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

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

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

25 C. Contractor hereby agrees to assume full responsibility for the
26 performance of the operation, coordination and administration of such program
27 pursuant to all the terms and conditions of the exhibits to the extent that said
28 documents are applicable to the delivery of services by Contractor hereunder; and

1 the parties hereto agree to perform all duties, obligations and tasks to be performed
2 by each party under the Contract Documents.

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

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

9 2. TERM.

10 A. The term of this Contract ("Term") shall be deemed to have
11 commenced as of July 13, 2021, and unless sooner terminated pursuant to the
12 provisions hereof, shall terminate on June 30, 2022. Either of the parties hereto
13 shall have the right to terminate this Contract in its entirety at any time during the
14 Term for any or no reason whatsoever by giving fifteen (15) days prior written notice
15 of termination to the other party. City shall have the additional right to cancel any
16 part of this Contract at any time during the Term for any reason whatsoever by giving
17 fifteen (15) days' notice of such cancellation to the Contractor.

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

27 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
28 contract under special conditions if it determines the Contractor as "high risk" under the

1 following categories:

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

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

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

21 4. PERFORMANCE REVIEW.

22 A. After each quarter during the Term, the City will conduct a
23 review of Contractor's performance by comparing the Contractor's planned
24 performance and/or contract earning levels with the actual performance and
25 contract earning levels achieved by Contractor. If the Contractor is ten percent
26 (10%) or more below their planned total at the end of the first quarter or any quarter
27 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
28 funds up to the amount of the under expenditure or underperformance.

1 Alternatively, upon review and approval of the City, Contractor may be allowed to
2 submit a corrective action plan demonstrating that program performance is
3 attainable and expenditure levels can be met. At the discretion of the City,
4 Contractor may be allowed to continue program services.

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

9 5. CONTRACT AMOUNT AND PAYMENT.

10 A. The total amount which shall be payable by City to Contractor
11 for Contractor's allowable services during the Term shall not exceed Seventy-Five
12 Thousand Dollars (\$75,000).

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

19 C. Payment to the Contractor shall be limited to the amounts
20 specified in Exhibit "A" for the categories, criteria and rates established in said
21 Exhibit. The allocation of the total contract amount among the items in the Budget
22 may vary by as much as ten percent (10%) without the approval by Workforce
23 Innovation Board's Executive Director ("Executive Director"). Additionally,
24 Contractor may, with the prior written approval of the Executive Director or his
25 designee, make adjustments within and among the categories of expenditures in
26 the Budget in excess of ten percent (10%), and modify the performance to be
27 rendered hereunder as provided in Exhibit "A"; provided, however, that any such
28 adjustment in expenditures shall not result in an increase in the amount of the total

1 contract. The agent or representative of Contractor who signs as the maker of
2 checks or drafts or in any manner authorizes the disbursement of said funds or
3 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
4 bond regarding the handling of said funds in an amount set out in Section 13,
5 paragraph E of this Contract.

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

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

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

25 G. Public or private non-profit contractor revenues in excess of
26 costs are considered program income or profits in accordance with Code of Federal
27 Regulations definition of "Income" pursuant to 20 CFR§683.200(c)(7). When
28 authorized, program income may be added to the funds committed to the grant

1 agreement. The program income shall be used for the purposes and under the
2 conditions of the grant agreement or as amended unless the Governor of the State
3 of California requires that such income be turned over to the State.

4 6. RECORDS.

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

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

16 7. FINANCIAL REPORTS.

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

1 completed said close-out procedures.

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

9 8. ACCOUNTING PROCEDURES.

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

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

23 i. Maintain a bank account and perform monthly bank
24 reconciliations.

25 (a) Deposit all receipts in the bank account promptly
26 and intact.

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

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

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

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

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

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

16 (c) Approve employee time sheets.

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

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

21 (a) Original invoice from each vendor.

22 (b) Indication by signature and date of an authorized
23 employee that the goods or services were received by the Contractor.
24 This may be done on a separate receiving report, a copy of a packing
25 slip or on the invoice itself.

26 (c) Indication that the goods or services were
27 approved for purchase by an authorized individual. This should be by
28 signature and date and should appear on the invoice or on the

1 purchase order or purchase requisition, if such is used by the
2 Contractor.

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

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

7 (a) Bank statements and bank reconciliations.

8 (b) Deposit slips and supports.

9 (c) Checks and supports.

10 (d) Time sheets or documentation to verify
11 Contractor's labor costs.

12 (e) Cash receipts and cash disbursement journals.

13 (f) Requests for reimbursement and supports.

14 (g) Financial statements.

15 (h) Maintain and file all required tax and personnel
16 reports with appropriate agencies.

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

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

25 9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood
26 that in the performance of this Contract, the Contractor shall at all times be considered a
27 wholly independent contractor and that Contractor's obligations to and authority from the
28 City are solely as are preserved by this Contract. Contractor expressly warrants that it will

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

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

24 11. INDEMNITY.

25 A. Contractor shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

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

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

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

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall

1 administer contract within the policies and procedures mandated by the Workforce
2 Innovation and Opportunity Act of 2014, and Pacific Gateway agrees to comply with the
3 following contract clauses, as applicable, during the duration of the contract period:

4 A. Compliance with awarding agency requirement and/or
5 regulations related to patent rights, copyrights, and rights in data;

6 B. Termination for Cause and for Convenience;

7 C. Maintenance of Records for five (5) years;

8 D. Access to Contractor's Records (§200.336(a));

9 E. Compliance with Equal Employment Opportunity Act provisions
10 identified in 41 CFR Part 60;

11 F. Compliance with Equal Employment Opportunity Act provisions
12 identified in 41 CFR Part 6;

13 G. Compliance with the Contract Hours and Safety Standards Act
14 (40 U.S.C 3701-3708);

15 H. The Clean Air Act and Environmental Protection Agency
16 regulations;

17 I. The State Energy Conservation Plan in compliance with the
18 Energy Policy and Conservation Act;

19 J. The Bryd Anti-Lobbying Amendment;

20 K. The Veteran's Priority Provisions;

21 L. The Whistleblower Protection;

22 M. The Buy American Requirements;

23 N. The Debarment and Suspension requirements;

24 O. The Copeland "Anti-Kickback" Act;

25 P. The Davis-Bacon Act as amended (40 U.S.C 3141-3148);

26 Q. Labor Standards Provision;

27 R. Rights to Inventions Made Under a Contract or Agreement;

28 S. The Solid Waste Disposal Act and 40 CFR Part 247;

1 T. Drug Free Workplace Act of 1988; and

2 U. Federal Non-Discrimination Requirements: the
3 nondiscrimination and equal opportunity provisions found in Section 188 of WIOA
4 and Title 29 CFR Part 38 prohibit discrimination on the grounds of race; color;
5 religion; sex (including pregnancy, childbirth, and related medical conditions,
6 transgender status and gender identity); national origin (including LEP); age;
7 disability; political affiliation or belief.

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

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

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

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

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

1 Dollars (\$25,000.00) Accidental Death and Dismemberment.

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

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

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

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

27 14. DRUG-FREE WORKPLACE. Contractor shall comply with
28 Government Code Sections 8350 et seq. and 29 CFR Part 98, in matters relating to

1 providing a drug-free workplace including, but not limited to, the following:

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

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

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

15 C. Ensuring that every employee who provides services under this
16 Contract:

- 17 i. Will receive a copy of Contractor's drug-free policy
18 statement, and
19 ii. Will agree to abide by the terms of Contractor's
20 statement as a condition of employment on this Contract:

21 D. Payments due Contractor may be subject to suspension or
22 termination for failure to carry out the requirements of Government Code Sections
23 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
24 Workplace. As provided in Government Code Section 8357, the City shall not be
25 required to ensure that Contractor provides a drug-free workplace.

26 15. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
3 disability. Contractor shall ensure that applicants are employed, and that employees
4 are treated during their employment, without regard to these bases. These actions
5 shall include, but not be limited to, the following: employment, upgrading, demotion
6 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
7 or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

27 "During the performance of a contract with the City of Long Beach, the
28 Contractor will provide equal benefits to employees with spouses and its employees

1 with domestic partners. Additional information about the City of Long Beach's Equal
2 Benefits Ordinance may be obtained from the City of Long Beach Business Services
3 Division at 562-570-6200."

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

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

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

13 E. If the City determines that the Contractor has set up or used its
14 contracting entity for the purpose of evading the intent of the EBO, the City may
15 terminate the Agreement on behalf of the City. Violation of this provision may be
16 used as evidence against the Contractor in actions taken pursuant to the provisions
17 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

18 17. CONFIDENTIALITY.

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

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

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

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

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

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

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

19 19. NOTICES. Any notice or approval required by this Agreement shall
20 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
21 postage prepaid, addressed to Consultant at the address first stated above, and to the City
22 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
23 copy to the Pacific Gateway's Executive Director at 4811 Airport Plaza Drive, Suite 200,
24 Long Beach CA 90815. Notice of change of address shall be given in the same manner
25 as stated for other notices. Notice shall be deemed given on the date deposited in the mail
26 or on the date personal delivery is made, whichever occurs first.

27 20. CONTRACT ADMINISTRATION. The City Manager, or designee, is
28 authorized and directed, for and on behalf of the City, to administer this Contract and all

1 related matters, and any decision of the City Manager, or his designee, in connection
2 herewith shall be final.

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

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

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

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

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

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

be duly executed with all the formalities required by law on the respective dates set forth
opposite their signatures.

KIANA SHAW ENTERPRISES, LLC, a
California limited liability company dba KRS
Training and Development

October 25, 2021

By Kiana R. Shaw
Name Kiana R. Shaw
Title CEO

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

November 8, 2021

By Linda J. Iakum
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Contract is approved as to form on October 20, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy
for Amy Webber

EXHIBIT "A"

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

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Pacific Gateway Workforce Innovation Network

Scope of Work (SOW)

Project/Activity	Workshops
Contractor	<i>Kiana Shaw Enterprises, LLC dba KRS Training and Development (Hereinafter referred to as "Contractor")</i>
Term	July 13, 2021 to June 30, 2022
Amount/Award	\$75,000.00
Funding Source/ CFDA Number	Workforce Innovation and Opportunity Act (WIOA): Youth (CFDA 17.259), LA City Youth@Work, LA City SYEP – General Fund, and LA County Youth@Work

Administered by the City of Long Beach Economic Development Department (ED), Pacific Gateway, KRS Training and Development, hereinafter referred to as Contractor, shall administer and deliver the services described in this Agreement.

I. SCOPE OF WORK AND PROJECT BUDGET

Under this Agreement, Contractor agrees to perform the following deliverables as part of the project:

Task	Deliverable/Service	Supporting Documents	Cost
Personal and Professional Development (Work Readiness)	TAYWOW, Attitude Check, Resolving Conflict, Stress Management, Personal Presentation, Task Management, Integrity Based Decisions, Reliability, Goal Setting, Money Moguls (Money Management), Personal Advocacy, Personal Determination, Resume Writing, Interviewing, Hygiene, and Etiquette	List of participants; sign-in sheets; training material; curriculum; and PowerPoint presentation (if applicable)	<i>\$125/per hour</i>
Workforce Development (Real Estate)	Real estate course will take participants through all subjects mandated by the California Department of Real Estate, and include instruction in real estate law, types of interest and ownership in real estate, homeownership, legal descriptions, titles, liens,	Course material, PowerPoint presentation (if applicable), study guide, testing material, and certificate	<i>\$125/per hour</i>

	taxes, encumbrances, listing advertising, appraisal, finance, closings, and professional code of ethics. Also includes, Real Estate Law, Characteristics of Real Property; Estates and Ownership; Agency Law and Relationship Agreements; Conveyance Issues; Escrow and Closings; and Landlord and Tenant Relations.		
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This Scope of Work can be amended by Pacific Gateway at any point in time to ensure prompt project deliverables.

II. PROJECT SUMMARY

In accordance with this Agreement, the Contractor shall meet critical objectives to support and manage various workshops for youth participants. The overall goal of the Contractor is to prepare youth participants, who are at risk to receive job readiness workshops, career exploration, conflict resolution, and other skills to prepare for employment opportunities. The training and curriculum will be aligned with industry standards. These workshops will create a physical learning environment with high expectations for participants to develop skills in the workforce. The Contractor shall also work towards achieving all the agreed-upon goals within the set scope, time, quality, and budget.

III. PROJECT PERFORMANCE REQUIREMENTS

The Contractor must maintain documentation relative to the service deliverables. The Contractor must submit to Pacific Gateway a summary of all project activities. Work may be requested to be performed at the WorkPlace (Long Beach Office), Harbor Youth Source Center (San Pedro Office), virtually, in-person, or at sites in the community. Failing to complete the service deliverables or underperformance by the Contractor, in the agreed timeline, shall permit Pacific Gateway to unilaterally cancel this Agreement or, in the alternative, de-obligate funds up to the amount of the expenditure.

Pacific Gateway may review or monitor, at their discretion, the Contractor to ensure that service deliverables have been rendered in the agreed timeline. The Contractor agrees that if they are unable to fulfill the obligations of this Agreement, they will immediately notify Pacific Gateway in writing.

IV. ADMINISTRATIVE AND TECHNICAL ASSISTANCE

Pacific Gateway may provide administrative and technical assistance, if needed, to the Contractor to ensure that service deliverables are in alignment with project objective. The administrative and technical support includes, but not limited to,

project overview, meetings (in-person, phone, email or internet meeting platform), and technical assistance.

V. FINANCIAL REPORTING/INVOICING

Pacific Gateway shall pay the Subcontractor an amount not to exceed **\$75,000.00** for the complete and satisfactory performance of the terms of this Agreement. Payments are subject to the attainment of critical deliverables noted in Section I above. Reports may be requested demonstrating progress toward these deliverables with each invoice, as verified by Pacific Gateway. The Contractor will ensure invoices are accurate and submitted as services are rendered or the project is complete. Invoice(s) must be delivered to Pacific Gateway, 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815, *and Attention: Karla Olivas*.

VI. COMPLIANCE

1. Contractor shall adhere to the general conditions as outlined in the City of Long Beach Purchase Order during the duration of the Agreement.
2. Pacific Gateway will directly communicate with the Contractor to resolve any conflict or disputes related to completing the project in a collaborative effort and at the lowest level of dispute resolution possible. Should resolution efforts fail, the dispute shall be referred to the City Attorney, as outlined in the City of Long Beach Purchase Order.

VII. GENERAL INFORMATION

A. Unallowable Activities and Costs

The Contractor shall comply with the following Federal guidelines, or payment may be disallowed:

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

- e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

B. WIOA Contract Clauses

The Contractor shall administer Agreement within the policies and procedures mandated by the Workforce Innovation and Opportunity Act of 2014, and agree to comply with the following contract clauses, as applicable, during the duration of the Agreement period:

- a. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
- b. Termination for Cause and for Convenience
- c. Maintenance of Records for seven (7) years 20CFR §200.318(i);
- d. Access to Contractor's Records (§200.336(a))
- e. Compliance with Equal Employment Opportunity Act provisions identified in 41 CFR Part 60;
- f. The Americans with Disabilities Act of 1990;
- g. Compliance with the Contract Hours and Safety Standards Act (40 U.S.C 3701-3708)
- h. The Clean Air Act and Environmental Protection Agency regulations;
- i. The State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act;
- j. The Bryd Anti-Lobbying Amendment;
- k. The Veteran's Priority Provisions;
- l. The Whistleblower Protection;
- m. The Buy American Requirements;
- n. The Debarment and Suspension requirements;
- o. The Copeland "Anti-Kickback" Act;
- p. The Davis-Bacon Act as amended (40 U.S.C 3141-3148);
- q. Labor Standards Provision;
- r. Rights to Inventions Made Under a Contract or Agreement;
- s. The Solid Waste Disposal Act and 40 CFR Part 247; and
- t. Drug Free Workplace Act of 1988

C. Nepotism

Contractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Contractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

D. Incident Reporting

All Contractors that receive funding from Pacific Gateway's Workforce Development Board must establish, document, and implement procedures to immediately notify Pacific Gateway Workforce Development Officer of any suspected or proven, fraud, abuse, or other criminal activity involving WIOA-funded activities. For additional procedures for reporting incidents please review the Pacific Gateway Incident Reporting Policy. [*Policy Number: P-WIOA-IR-2.A*]

E. Whistleblower Protection

Each contractor and their sub-contractor (if applicable) awarded funds made available under WIOA and similar funds 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.

F. Nondiscrimination and Equal Opportunity

The Contractor shall comply will applicable nondiscrimination and equal opportunity provisions of the laws of the United States of America, the State, the City, including the following:

- 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.

The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to all the agreements the Contractor makes to carry out the WIOA activity.

VIII. CONTINUATION OF AGREEMENT:

Continuation of this Agreement is contingent upon the satisfactory achievement of the standards and goals of the Agreement as determined by Pacific Gateway and/or availability of funds. If the Contractor cannot fulfill the obligations of this Agreement, the Contractor must notify Pacific Gateway's Workforce Development Officer in writing immediately.

IX. ADDITIONAL REQUIREMENTS/REFERENCES (CODE OF FEDERAL REGULATIONS)

Contractor shall adhere to the *Code of Federal Regulations Title 2 Part 200 and 2900 (DOL Exceptions): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

WIOA SUBGRANT AGREEMENT

City of Long Beach, Pacific Gateway Workforce
Innovation Network

PASS-THROUGH ENTITY:

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

SUBGRANT NO: AA211013
MODIFICATION NO: New
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141
INDIRECT COST RATE:

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
General Provisions
Youth Formula Rd 1

ALLOCATION(s)

The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT	\$0.00
INCREASE/DECREASE:	\$1,711,948.00
TOTAL:	\$1,711,948.00

TERM OF AGREEMENT

From: 4/1/2021 To: 6/30/2023

Terms of Exhibits are as
designated on each exhibit

PURPOSE: To initiate Program Year (PY) 2021-22 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2021 - 06/30/2023

APPROVED FOR PASS-THROUGH ENTITY(EDD)
(By Signature)

APPROVED FOR SUBRECIPIENT (By Signature)

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

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


Name and Title
THOMAS B. MODICA
CITY MANAGER
CITY OF LONG BEACH
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

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

Signature of EDD Accounting Officer

Budget Item: 7100 Fund: 0389 Budgetary Attachment: No
Chapter: Statute: 2021 FY: 21/22

APPROVED AS TO FORM

8-31, 2021
CHARLES PARKIN, City Attorney
By  AMY R. WEBBER
DEPUTY CITY ATTORNEY

**SUBGRANT AGREEMENT
FUNDING DETAIL SHEET**

**SUBGRANT NO:AA211013
MODIFICATION NO:New**

City of Long Beach, Pacific Gateway
Workforce Innovation Network

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96102 301 Youth Formula Rd 1 04/01/2021 to 06/30/2023 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$1,711,948.00	\$0.00	\$1,711,948.00
Total WIA/WIOA Formula	\$0.00	\$1,711,948.00	\$0.00	\$1,711,948.00
Grand Total:	\$0.00	\$1,711,948.00	\$0.00	\$1,711,948.00

NARRATIVE

SUBGRANT NO:AA211013
MODIFICATION NO: 0

SUBRECIPIENT:City of Long Beach, Pacific Gateway Workforce Innovation Network
FAIN NO: AA-36309-21-55-A-6
FEDERAL AWARD DATE: 6/11/2021
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2021 - 06/30/2023

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 Area's new Program Year (PY) 2021-22 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2021-22. The term date for these funds is April 1, 2021 through June 30, 2023. FAIN AA-36309-21-55-A-6. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. NOTE: Requirement to Provide Certain Information in Public Communications (Steven's Amendment) Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: 1. The percentage of the total costs of the program or project which will be financed with Federal money; 2. The dollar amount of Federal funds for the project or program; and 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

1. Compliance

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

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, 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 WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding

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

- a. This subgrant agreement is valid and enforceable only if
 - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
 - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. 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 Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity 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 Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her 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 Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, 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 Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient 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.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient 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, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) 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 Subrecipient to: Employment Development Department, Central Office Workforce

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

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

- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. Resolution

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

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

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

10. 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 Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

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 Subrecipient will be addressed to:

Nick Schultz
Director / Administrator
City of Long Beach, Pacific Gateway Workforce Innovation Network
4811 Airport Plaza Drive, Suite 200
LONG BEACH, CA 90815

Notices to the Pass-through Entity will be addressed to:

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

11. Audit Requirements

- a. The Subrecipient 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 (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

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 Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

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.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient 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 Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient'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 Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

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

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

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. 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.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient 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 Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) 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 Subrecipient 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 Subrecipient 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. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

20. Conflicts

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

21. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, 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.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

22. Signatures

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

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient 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 certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies 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.
- g. Drug Free Workplace requirement: Subrecipient 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 to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of

employment on the subgrant agreement.

4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
 1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement 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 Subrecipient 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 § 6108.
 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all 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 § 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subrecipient, 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 Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
 1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 3. finally determined to be in violation of provisions of federal law relating to air or water pollution.

- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), 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 transactions 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 judgment 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 Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
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, 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.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (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 (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. **Avoidance of Conflict of Economic Interest:** An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient 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.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity'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 Subrecipient shall cooperate with the Pass-through Entity in any investigation 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 Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient 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 California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California 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. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. 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.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient 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.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC 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. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - 1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or 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 Subrecipient, 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. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

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. An AJCC client must still be given the option to use the AJCC'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 AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC 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 client 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 Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- n. 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 PASS-THROUGH ENTITY:

Name: Nicole Laktash
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-6804
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Nick Schultz
Title: Executive Director
Telephone: (562) 570-3701
Fax: (562) 570-3704

Subrecipient Information Change Form – Type 1

Local Area ☒Non-Local Area ☐

Official Entity Name		Entity Site Address/Website	
City of Long Beach, Pacific Gateway Workforce Innovation Network		4811 Airport Plaza Drive, Suite 200 Long Beach, CA 90815	
Entity Mailing Address		Main Public Phone	
Same as Above		(562) 570-3700	
Entity Director/Administrator New <input type="checkbox"/> Delete <input type="checkbox"/> Update <input type="checkbox"/>			
Salutation	First	MI	Last
Mr.	Nick		Schultz
Title		Executive Director	
Address		4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815	
Phone (562) 570-3701	Fax (562) 570-3704	E-Mail Address Nick.Schultz@pacific-gateway.org	

Entity Director/Administrator Alternate New <input checked="" type="checkbox"/> Delete <input type="checkbox"/> Update <input type="checkbox"/>			
Salutation	First	MI	Last
Mrs.	Alisa		Munoz
Title		Workforce Development Officer	
Address		4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815	
Phone (562) 570-3748	Fax (562) 570-3704	E-Mail Address Alisa.Munoz@pacific-gateway.org	

Local Area Only:			
Local Workforce Development Board Chair New <input type="checkbox"/> Delete <input type="checkbox"/> Update <input type="checkbox"/>			
Salutation	First	MI	Last
Dr.	Kim		Armstrong
Title		Board Chair	
Board Name		Pacific Gateway Workforce Development Board	
Address		4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815	
Phone (562) 982-5265	Fax (562) 570-3704	E-Mail Address kim.a.armstrong@boeing.com	

Chief Elected Official New <input type="checkbox"/> Delete <input type="checkbox"/> Update <input type="checkbox"/>			
Salutation	First	MI	Last
Mayor	Robert		Garcia
Title		Mayor	
Organization Name		City of Long Beach	
Address		411 W Ocean Blvd 11th Floor, Long Beach, CA 90802	
Phone (562) 570-6801	Fax (562) 570-6538	E-Mail Address Mayor@longbeach.gov	

Signatory Authority (Must also include Resolution with Signatory Authority) New <input type="checkbox"/> Delete <input type="checkbox"/> Update <input type="checkbox"/>			
Salutation	First	MI	Last
City Manager	Thomas	B.	Modica
Title		City Manager	
Address		411 W Ocean Blvd 10th Floor, Long Beach, CA 90802	
Phone (562) 570-5091	Fax (562) 570-7650	E-Mail Address Tom.Modica@longbeach.gov	

Please check applicable entity type:

Government Entity ☒
State Agency ☐
Private Entity ☐

Thomas B. Modica

City Manager

Printed Name

Title

Signature

Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM

8-31, 2021
CHARLES PARKIN, City Attorney

By

AMY R. WEBBER
DEPUTY CITY ATTORNEY

Subrecipient Information Change Form - Type 2

Local Area ☒Non-Local Area ☐**Entity Name**

City of Long Beach, Pacific Gateway Workforce Innovation Network

Entity Website Address

www.pacific-gateway.org

Fiscal Administrator New ☐ Delete ☐ Update ☒

Salutation	First	MI	Last	Title
Mr.	Arlen		Crabtree	Administrative & Financial Services Officer
Address 411 W. Ocean Blvd. 10 th Floor, Long Beach, CA 90802				
Phone (562) 570-5024		Fax (562) 570-8380		E-Mail Address Arlen.Crabtree@longbeach.gov

Fiscal Administrator Alternate #1 New ☐ Delete ☐ Update ☐

Salutation	First	MI	Last	Title
Mr.	Johnny		Vallejo	Business Operations Bureau Manager
Address 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815				
Phone (562) 570-6792		Fax 562.570.3704		E-Mail Address Johnny.Vallejo@longbeach.gov

Fiscal Administrator Alternate #2 New ☐ Delete ☐ Update ☐

Salutation	First	MI	Last	Title
Ms.	Mildred		Mota	Grant Administration Specialist
Address 4811 Airport Plaza Drive, Suite 200 Long Beach, CA 90815				
Phone (562) 570-3687		Fax (562) 570-3657		E-Mail Address Mildred.Mota@pacific-gateway.org

Local Area Only:**Rapid Response Coordinator** New ☐ Delete ☐ Update ☒

Salutation	First	MI	Last	Title
Mr.	Lucius		Martin	Special Projects Officer
Address 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815				
Phone (562) 570-3678		Fax 562.570.3704		E-Mail Address Lucius.Martin@pacific-gateway.org

Thomas B. Modica

City Manager

Printed Name

Title

Linda J. Tatum
Signature

9-10-2021
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM

2-31-2021
CHARLES PARKIN, City Attorney

By

Amy R. Webber
AMY R. WEBBER
DEPUTY CITY ATTORNEY

America's Job Center of CaliforniaSM

Change Form – Type 3

Section I. Basic Information (to be completed by partner staff)

Today's Date: 8/31/2021
 County: Los Angeles County
 Office Name: WorkPlace
 Street Address: 4811 Airport Plaza Drive, Suite 120
 City: Long Beach
 Zip Code: 90815
 Effective Date of Change: 7/1/2021

Section II. Action Codes

ITEM NO.	Action Codes			Key: A= Add, C= Change, D= Delete	No changes
	A	C	D		
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name, Physical Address, City, State, and Zip	
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mailing Address (if different)	
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Name	
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	County	
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Phone	
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Fax	
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TTY Number	
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hours	
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Level of Service	Comprehensive <input type="checkbox"/> Affiliate <input type="checkbox"/> Specialized <input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Local Workforce Development Board	
11	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operator	TMG - The Munoz Group
12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Veterans Representative	Yes <input type="checkbox"/> No <input type="checkbox"/>
13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EDD Staff	Yes <input type="checkbox"/> No <input type="checkbox"/>
14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Website Address	
15 (not for publication)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Office Manager/Administrator	Eli Romero, Special Projects Officer
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Email Address	Eli.Romero@pacific-gateway.org
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Phone Number	562.570.3762

Section III. Approval

Salvador Barajas 562.570.3651
 Contact Name (if different from item 15) Phone

Salvador.Barajas@pacific-gateway.org

Email

Eli Romero, Special Projects Officer
 Office Manager/Administrator (type or print name and title)

Signature

8/27/2020

Date

CalJOBSSM MIS Admin Registration Form

Please complete the following form by typing the information into each box. For assistance, please contact the CalJOBS Operations Unit at caljobsadmin@edd.ca.gov or 1-916-653-0202.

Requestor Information	
* Requestor	Dawn Swann
* Requestor Email	<u>Dawn.Swann@pacific-gateway.org</u>
* Phone Number	(562) 570-3736
* Organization Name	City of Long Beach, Pacific Gateway Workforce Innovation Network
* Sub-recipient Code	LBC
* Mailing address	4811 Airport Plaza Drive, Suite 200, Long Beach CA 90815

Requested Accounts	User 1	User 2
* Type (Add/Update/Delete)	No Change	No Change
* First Name	Dawn	Alisa
* Last Name	Swann	Munoz
* Job Title	Data and Performance Manager	Workforce Development Officer
* ZIP Code	90815	90815
* Email	<u>Dawn.Swann@pacific-gateway.org</u>	<u>Alisa.Munoz@pacific-gateway.org</u>
* Phone	(562) 570-3736	(562) 570-3748

SIGNATURE: The person signing below must be designated to represent the organization and has authority to make changes to the information provided in this form. The signature authorizes the Employment Development Department to make changes to its records as described above.



 Signature of Requestor

08/27/21

 Date



 Signature of Executive Director

08/27/21

 Date

Return completed and signed form to caljobsadmin@edd.ca.gov.

The requested username and a temporary password will be sent to the requested staff with a cc to the Requestor.

FEDERAL INFORMATION FORM

To be completed for each Subrecipient.

Return to:

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

Subrecipient Name City of Long Beach, Pacific Gateway

Subrecipient Address 4811 Airport Plaza Drive, Suite 200, Long Beach, CA 90815

Subrecipient CalJOBSSM Code (3 letters) LBC

Employer Identification Number (EIN)/Federal Tax Identification Number
(Refer to www.irs.gov) 95-60000733

Data Universal Numbering System (DUNS) also known as the Unique Entity Identifier
(Refer to [WSD15-20](#)) 5573981410000

Person to contact regarding this form Alisa Munoz

Phone Number (562) 570-3748 Date 8/27/2021

INDIRECT COST DECLARATION

Subrecipient Name: City of Long Beach, Pacific Gateway

1. Will your organization claim indirect costs to the WIOA Title I program?

☐ Yes☒ No (If no, skip to Signature Authority)

2. If yes, which indirect cost method will be used (select only one):

☐ Indirect Cost Rate Agreement (ICRA) - Attach ICRA and indirect cost certification letter☐ Cost Allocation Plan (CAP) - Attach CAP and certification letter☐ De Minimis Rate (check only if you do not receive more than \$35 million annually in direct federal funds and you have never received a prior approved ICRA)☐ An ICR approved by the Employment Development Department - Attach ICR proposal and indirect cost certification letter

3. Do you have an approved and valid ICRA/CAP?

☐ Yes (List Cognizant/Approving agency on question 6)☐ Pending Approval-Date submitted for approval: _____☐ No, provide explanation: _____

4. Approved/Pending ICRA Rate: _____ %

5. Approved ICRA/CAP Expiration Date: _____

6. Cognizant/Approving Agency: _____

If you claim indirect costs, include your indirect cost rate proposal/approval from your Cognizant/Approving Agency OR attach your Cost Allocation Plan with certification letter. If you have any questions, please contact WSBFinancialManagementUnit@edd.ca.gov

Thomas B. Modica	City Manager	
Printed Name	Title	
<u>Thomas B. Modica</u>	<u>9-10-2021</u>	APPROVED AS TO FORM
Signature	Date	<u>8-31, 2021</u>
EXECUTED PURSUANT TO SECTION 001 OF THE CITY CHARTER		
Must be signed by Signatory Authority		CHARLES PARKIN, City Attorney
By <u>[Signature]</u>		AMY R. WEBBER DEPUTY CITY ATTORNEY

September 28, 2020

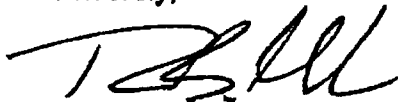
Employment Development Department
Central Office Workforce Services Division
Financial Management Unit, MIC 69
722 Capital Mall, Room 3099
Sacramento, CA 95814

SUBJECT: DESIGNATED SIGNATURE AUTHORITY

In accordance with the Charter of the City of Long Beach, Article III, Sec. 301, "The City Manager shall have the power to appoint, with the confirmation of the City Council, subject to veto by the Mayor and City Council override by a vote of two-thirds (2/3) of its members, an Assistant City Manager, who shall be empowered to perform all duties of the City Manager in the event of the absence or disability of the City Manager and such other duties as the City Manager shall direct. The Assistant City Manager shall serve at the pleasure of the City Manager."

I, the City Manager, and my designee, Assistant City Manager Linda F. Tatum, have the authority to sign all Workforce Innovation and Opportunity Act (WIOA) contracts, contract amendments, contract modifications so ordered by the City Council for the City of Long Beach.

Sincerely,



Thomas B. Modica
City Manager
City of Long Beach



June 17, 2021

Erick Serrato, Executive Director

Pacific Gateway Workforce Development Board

CHANGE NOTICE #17

BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Sheila Kuehl

Janice Hahn

Kathryn Barger

EXECUTIVE LEADERSHIP

Otto Solórzano

Acting Director

Paul Goldman

Contract & Administrative

Services

Jose R. Perez

Workforce Development

Lorenza C. Sánchez

Aging & Adult Services

Robin S. Toma

Human Relations

CONTACT INFORMATION

510 S. Vermont Avenue

Los Angeles, CA 90020

WDACS (888-211-0644)

APS hotline (1-877-477-3646)

info@wdacs.lacounty.gov

wdacs.lacounty.gov



FY 2021-22 LOS ANGELES COUNTY YOUTH@WORK PROGRAM (FORMERLY LOS ANGELES COUNTY YOUTH JOBS PROGRAM (LACYJ))

On June 23, 2020, the County of Los Angeles Board of Supervisors (BOS) provided delegated authority to Workforce Development, Aging and Community Services (WDACS) to extend Intermediary Agreements with the six Workforce Development Boards (WDBs) in Los Angeles County through June 30, 2023.

Pursuant to your agency's Intermediary Agreement No. IA-0214, Paragraph 5.2, Funding Allocations, Sub-Paragraph 5.2.1, Maximum Contract Sum, Sub-Paragraph 5.2.2, Maximum Contract Sum Funding Source(s), and Paragraph 5.11, Federal Award Information, the following changes have been made:

I. Agreement, Sub-Paragraphs 5.2.1.1 and 5.2.2.1 have been amended as follows:

5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds"). The maximum amount of Los Angeles County Youth Jobs funding for the term of this Contract, July 1, 2018 through June 30, 2022, is now **\$7,495,050**.

5.2.2.1 For the contract period July 1, 2021 through June 30, 2022, Contractor shall receive **\$2,181,500** in additional funding for providing Services outlined in this Contract and is broken down as follows:

5.2.2.1.1 **California Work Opportunity and Responsibility Kids Temporary Assistance for Needy Families (CalWORKs):** \$510,000

CalWORKS TANF: \$326,200

CalWORKS (NCC): \$183,800

5.2.2.1.2 **Los Angeles County General Fund monies:** \$1,671,500:

5.2.2.1.2.1 Other Underserved Youth (OUY): \$641,100

5.2.2.1.2.2 Juvenile Justice Crime Prevention Act (JJCPA): \$51,500

Grow. Succeed. Thrive.



BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Sheila Kuehl

Janice Hahn

Kathryn Barger

EXECUTIVE LEADERSHIP

Otto Solórzano

Acting Director

Paul Goldman

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Jose R. Perez

Workforce Development

Lorenza C. Sánchez

Aging & Adult Services

Robin S. Toma

Human Relations

CONTACT INFORMATION

510 S. Vermont Avenue

Los Angeles, CA 90020

WDACS (888-211-0644)

APS hotline (1-877-477-3646)

info@wdacs.lacounty.gov

wdacs.lacounty.gov



5.2.2.1.2.3 Measure H – Homeless Initiative (Adult): \$240,000

5.2.2.1.2.4 System Involved Youth (SIY): \$185,000

5.2.2.1.3 Foster Youth: \$99,900 (NCC)

5.2.2.1.4 INVEST Program (Adult): \$454,000

II. Agreement, Paragraph 5.11.4.4 has been deleted in its entirety and replaced as follows:

5.11.4 CalWORKs and Foster Youth Temporary Aid to Needy Families (TANF) CFDA No. 93.558

5.11.4.4 Amount of Federal Funds Obligated by this Action: **\$326,200**

5.11.4.5 Total Amount of Federal Funds Obligated to Subrecipient: **\$326,200**

5.11.4.6 Total Amount of Federal Award: **\$1,315,200**

III. In addition, **EXHIBIT A: STATEMENT OF WORK, SECTION 26.0, PARTICIPANT COSTS** has been deleted and replaced as follows:

26.0 PARTICIPANT COSTS

Contractor(s) shall not exceed the maximum total Cost-Per-Participant as follows:

Wages (\$15.00 per hour x 120 hours)	\$1,800
Social Security/Medicare/Worker's Comp	\$180
Supportive Services/ Transportation/ Financial Literacy	\$100
Program/Supervision/Admin	\$570
Sub-total for Cost Per Participant	<u>\$2,650</u>

If you have any questions regarding this notice, please contact Stephanie Guadron your assigned contract analyst via email at squadron@wdacs.lacounty.gov.

Sincerely,

Carol Domingo

CAROL DOMINGO, Program Manager

Contract Management Division

EWDD CONTRACT SUMMARY SHEET

To: The Office of the City Attorney, Room 920, CHE
 The Office of the City Clerk, Index Section, Room 395, CH
 The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3rd fl.

From: Economic and Workforce Development Department
 Workforce Development System
 Contract Unit (213) 744-9001
 CU Analyst/Phone: Valerie Nettles (213) 744-9354

Contract No: (T6915)

Unit: ☐ POD-FS ☐ POD-ED ☐ POD-WF ☐ PRE
☒ **POD-Youth** ☐ FAST ☐ Other:

Amendment No:

Amendment Authority: ☐ WDB-LEO Authority

☒ Council Amendment

Contractor Name: City of Long Beach (Administering Entity for
 Pacific Gateway Workforce Innovation Network)
 Term of Contract: July 1, 2021 to June 30, 2022

Council File No: 21-0647

Date of Approval: June 30, 2021

Funding Source: City General Fund \$301,600

Total Amount: \$301,600

Project Title: City Summer Youth Employment Program (SYEP)

Line Item of Authority:
☐ Consolidated Plan, Year 43, ID:
☐ WDB Annual Plan, Year 22, Page 4-3, 4-12
☐ Other:

Operating Division Analyst-Phone: Kenyatta Weaver (213) 744-9068 M/S#854

PURPOSE OF AGREEMENT/AMENDMENT: TO PROVIDE DISADVANTAGED YOUTH WITH PAID PERSONAL ENRICHMENT AND WORK READINESS TRAINING AND PAID WORK EXPERIENCE

Contractor Address:	4811 Airport Plaza Drive, Suite 120, Long Beach, CA 90815		
Contact/Title/Phone:	Nick Schultz, Executive Director, (562) 570-3701, nick.schultz@pacific-gateway.org		
Contract/Amendment Number	Authority	Description	Dollar Amount
Original	21-0647		\$301,600
		TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)	\$301,600

EWDD CONTRACT SUMMARY SHEET

To: The Office of the City Attorney, Room 920, CHE
The Office of the City Clerk, Index Section, Room 395, CH
The Office of Contract Compliance (OCC), Mail Stop #138, 1149 S. Broadway, 3rd fl.

From: Economic and Workforce Development Department
Workforce Development System
Contract Unit (213) 744-9001
CU Analyst/Phone: Valerie Nettles (213) 744-9354

Contract No: (T6936)

Unit: ☐ POD-FS ☐ POD-ED ☐ POD-WF ☐ PRE
☒ **POD-Youth** ☐ FAST ☐ Other:

Amendment No:

Amendment Authority: ☐ WDB-LEO Authority

☒ Council Authority

Contractor Name: City of Long Beach (Administering Entity for Pacific Gateway Workforce Innovation Network)

Council File No: 21-0647

Term of Contract: July 1, 2021 to June 30, 2022

Date of Approval: June 30, 2021

Funding Sources:

Total Amount: \$266,202

CalWORKs TANF Fund: \$121,653
County Other Underserved Youth (OUY) Fund: \$69,019
County Foster Youth Fund: \$23,877
County System Involved Youth: \$51,653

Project Title: Los Angeles County Youth@Work Program – Work-Based Learning – Harbor

Line Item of Authority:
☐ Consolidated Plan, Year 43, ID:
☒ WDB Annual Plan, Year 22, Pages 3-6, 3-8, 4-13 & 4-14
☐ Other:

Operating Division Analyst-Phone: Kenyatta Weaver (213) 744-9068 M/S#854

PURPOSE OF AGREEMENT/AMENDMENT: TO PROVIDE DISADVANTAGED YOUTH WITH PAID PERSONAL ENRICHMENT AND WORK READINESS TRAINING AND PAID WORK EXPERIENCE

Contractor Address:		4811 Airport Plaza Drive, Suite 120, Long Beach, CA 90815		
Contact/Title/Phone:		Nick Schultz, Executive Director, (562) 570-3701, nick.schultz@pacific-gateway.org		
Contract/Amendment Number	Authority	Description		Dollar Amount
Original	21-0647			\$266,202
		TOTAL AMOUNT (requires Council Amend if over \$25,000 cumulative)		\$266,202