

**AGREEMENT NO. 13-WO-65
BETWEEN SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND
ORANGE COUNTY WORKFORCE INVESTMENT BOARD**

THIS AGREEMENT is made and entered into this 18th day of March 2013, by and between the **South Bay Workforce Investment Board, Inc.**, (SBWIB, Inc.), a non-profit public benefit corporation, on behalf of the **City of Inglewood** (City), herein after referred to as the “SBWIB, Inc.” and the County of Orange, **Orange County Workforce Investment Board**, a political subdivision fo the State of California, hereinafter referred to as “County” with its principal place of business located at **1300 South Grand Avenue, Building B, 3rd Floor, Santa Ana, CA 92705.**

WHEREAS, the City of Inglewood has delegated its rights, duties and responsibilities to the SBWIB, Inc., which is authorized to act for purposes of the Agreement; and,

WHEREAS, on February 13, 2013, the SBWIB, Inc. was awarded by the State of California, Employment Development Department (EDD) a 25% WIA Dislocated Worker Additional Assistance Project for the CA Multi-Sector Workforce Partnership, which consists of 14 local workforce investment boards (LWIB); and,

WHEREAS, this project, herein referred to as the “CA Multi-Sector Partnership-25%” which features the participation of LWIBs in the *Northern, Central and Southern California regions*; and,

WHEREAS, this partnership is to provide core, intensive, training, and support services to dislocated workers who reside in economically vital regions of the state; and,

WHEREAS, the County represents itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as Federal, State and local regulations regarding WIA funds; and,

WHEREAS, the SBWIB, Inc. desires the County to provide said services to dislocated workers; and,

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I - COUNTY REQUIREMENTS/RESPONSIBILITIES

County shall be required to provide core, intensive, training and supportive services as set forth in the Exhibits and Attachments listed below, attached hereto and incorporated herein by this reference:

ITEMS TO BE DETERMINED BASED ON EDD REQUIREMENTS

Exhibit A	Project Abstract
Exhibit B	Statement of Work – CA Multi-Sector Partnership
Attachment A-1	County’s Eligible Employers and Layoff Events
Attachment A-2	County’s Participant Plan
Attachment B	Assurances
Attachment C	Project Administration
Attachment D	County Administration
Exhibit C	Budget Summary Forms
Exhibit C-1	Request for Cash Form
Exhibit C-2	Reporting Requirements & Guidelines
Exhibit D	Consultant

Further Responsibilities.

County shall:

- A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Board Inc. (SBWIB, Inc.), the State and Federal governments including independent auditors, seeking to interview any program participant or staff member of County, or to evaluate, inspect and/or monitor those facilities and operations of County that are directly involved in the implementation of programs funded through this Agreement. Provide services funded under this Agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB, Inc.
- B. Provide facilities which are adequate to fulfill the requirements of this Agreement.
- C. Provide services as described in Statement of Work, Exhibit B and Attachment B.
- D. County shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.
- E. Take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by County's employees and participants.

II - COMPENSATION

- A. The parties agree that this shall be a cost reimbursement agreement. Only allowable administrative/program costs described in Exhibit B, Budget Summary Forms shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the County has adequate supporting documentation of such expenditures. The County shall not request reimbursement based upon un-budgeted amounts and in no case shall the total amount of reimbursement by SBWIB, Inc. under this Agreement exceed the total award as described. Funding under this Agreement will be

made to the County in two separate increments and is contingent upon the availability of funds by EDD, performance and need. The first increment of fund is available in the amount of \$670,518, to be used for allowable and unduplicated costs from the start of the grant term of September 1, 2012. The second increment of funding will be available up to \$674,012, beginning September 1, 2013. Refer to funding usage and reporting requirements under Section XI – REPORTING REQUIREMENTS.

- A.1 CA Multi-Sector Partnership Monthly Expenditure Report – County shall document its expenditures using the Report format approved and provided by the SBWIB, Inc.
- A.2 Monthly Expenditure Report Submission – County shall submit, on or before the fifteenth (15th) working day of each month, a complete and accurate monthly report including allowable accruals on forms approved and provided by the SBWIB, Inc.
- B. Request for Cash - County shall submit to the SBWIB, Inc. a Request for Cash for actual and allowable expenditures utilizing the Request for Cash form provided by the SBWIB, Inc. The Request for Cash must reconcile with the signed monthly expenditure report and supporting documents as submitted for payment approval by the SBWIB, Inc.
 - B.1 County will be required to expend a minimum of thirty-five percent (35%) of its total allocation of funds on training services to participants. Administrative costs are limited to nine point five percent (9.5%).
 - B.2 County may request additional funding based upon the availability of funds, projected layoffs, and current enrollments. SBWIB, Inc. will consider all such requests and make a determination, which shall be final as to whether the request shall be honored. The determination of whether to honor such request shall be based upon the availability of funds, the number of projected layoffs by eligible employers, current enrollment performance and State approval. County’s right to incur costs and receive compensation for the additional funds shall be provided by a written amendment to

this Agreement.

- C. The SBWIB, Inc. reserves the right to withhold or refuse payment for County's failure to meet the minimum performance requirements.
- D. The County will submit a copy of its approved **Cost Allocation Plan or Indirect Cost Rate**, documenting the methodology used to determine the reasonableness of costs allocated to the cost reimbursement activities and retain on file all documentation supporting the methodology. Failure to comply may result in nonpayment, or a partial or reduced payment until the County is in compliance. In addition, failure to comply may result in Agreement termination.
- E. The parties agree that the SBWIB, Inc., reserves the right to prorate County's reimbursement and/or adjust the Agreement based upon the number of participants enrolled as described in **Exhibit "B", Statement of Work**. In addition, a percentage of total costs, or the final payment that represents a percentage of total costs, may be held pending County's adherence to minimum performance requirements.
- F. County shall make no additional claims for costs, charges, or fees, nor shall County receive additional payment or any form of reimbursement from the SBWIB, Inc., individual participants or any other party, other than as specifically detailed in this Agreement.
- G. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:
 - 1. The acceptance by the SBWIB, Inc. of the performance of the County under the terms of the Agreement.
 - 2. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the SBWIB, Inc. are terminated, this Agreement will likewise terminate. County shall have no recourse to non-WIA funds.
 - 3. County and SBWIB, Inc. hereby agree that payment will be by SBWIB, Inc. draft

within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first.

4. Payments to the County may be withheld by the SBWIB, Inc. if the County fails to comply with the provisions of this Agreement.
5. County shall be responsible to repay any disallowed costs as determined by the SBWIB, Inc., its agents, the State of California, Employment Development Department and the State or the Department of Labor (DOL).

III -- TERM OF AGREEMENT

The term of the Agreement shall be from **September 1, 2012 to March 1, 2014**.

IV – MODIFICATION

This Agreement fully expresses the agreement of the parties. Any modifications or amendment of the terms of this Agreement must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

V -- ASSIGNMENTS AND SUBCONTRACTORS

- A. County shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of SBWIB, Inc. Any attempt by the County to subcontract any performance of services under this Agreement without the prior written consent of the SBWIB, Inc. shall be null and void and shall constitute a material breach of this Agreement upon which the SBWIB, Inc. may immediately terminate this Agreement in accordance with the provisions of Section XXV of this Agreement.
- B. County's request to the SBWIB, Inc. for approval to enter into a subcontract shall include:
 1. A description of the services to be provided by the subcontractor.

2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
 3. Any other information or certification requested by the SBWIB, Inc.
- C. In the event the SBWIB, Inc. consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the County shall include in all subcontracts the following provision:
- “This Agreement is a subcontract under the terms of a prime agreement with the SBWIB, Inc. and shall be subject to all the provisions of such prime agreement. All representations and warranties under this subcontract shall inure to the benefit of the SBWIB, Inc.”*
- D. All subcontracts shall be made in the name of the County and shall not bind nor purport to bind the City/SBWIB, Inc. The making of subcontracts hereunder shall not relieve the County of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the County and any subcontractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of the allow ability of any cost under this Agreement.
- E. The County agrees that it shall be held responsible to the SBWIB, Inc. for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the SBWIB, Inc. at or about the time of execution.
- F. The County shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City/SBWIB, Inc. shall have no liability or responsibility with respect thereto.
- G. The County shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the SBWIB, Inc.

- H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or sub agreements. The County agrees that the County shall be held responsible by the SBWIB, Inc. for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI -- INSURANCE

A. General Liability Insurance

County shall procure and maintain general liability insurance protecting County, City/SBWIB, Inc., its officers and employees against claims arising from bodily injury or death to persons occurring on County's business premises or otherwise through County's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or other equivalent coverage as approved by the SBWIB, Inc. Attorney.

B. Automobile Insurance

If a County, in conducting activities under this Agreement, uses motor vehicles, the County shall insure that the SBWIB, Inc., its officers and employees are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, County shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability, or other equivalent coverage approved by the SBWIB, Inc. Attorney.

C. Worker Compensation

County shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees of County and, if applicable, other comparable insurance coverage such as medical and accident insurance

for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

D. Certificates of Insurance

County shall furnish to SBWIB, Inc. evidence of any insurance required by this Agreement.

A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policies meet the following requirements:

1. The City of Inglewood/SBWIB, Inc., its officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc.
3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of County's insurance.
4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance.

F. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the SBWIB, Inc. Attorney.

VII -- HOLD HARMLESS

County agrees to indemnify, defend, save and hold harmless City of Inglewood, SBWIB, Inc., its officers, employees, and agents against any and all costs, expenses, claims, suits, and

liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting there from or arising out of and in any way connected with the alleged negligence or wrongful acts or omissions of County, its officers, employees, contractors, agents or representatives, in performing or failing to perform any services required herein to be performed by County or incurred by County in disbursing or using any WIA funds under this Agreement.

The City of Inglewood/SBWIB, Inc., its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of County or any of its officers, employees, contractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIA funds by County under this Agreement.

City of Inglewood, SBWIB, Inc. agrees to indemnify, defend, save and hold harmless the County, its officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting there from or arising out of and in any way connected with the alleged negligence or wrongful acts or omissions of City of Inglewood, SBWIB, Inc., its officers, employees, contractors, agents or representatives, in performing or failing to perform any services required herein to be performed by City of Inglewood, SBWIB, Inc. or incurred by City of Inglewood, SBWIB, Inc. in disbursing or using any WIA funds under this Agreement.

The County, its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of City of Inglewood, SBWIB, Inc. or any of its officers, employees, contractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of WIA funds by City of Inglewood, SBWIB, Inc. under this

Agreement.

VIII -- OCCUPATIONAL SAFETY AND HEALTH ACT

County agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the County. County shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

IX -- COMPLIANCE WITH APPLICABLE LAWS

County shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SBWIB, Inc.; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

1. Selection of participants and staff,
2. Use of State and/or Federal funds,
3. Requirements for record keeping and reporting,

4. Provisions regarding the compensation and working conditions of participants and non-discrimination requirements.

If regulations are amended or revised, County shall comply with them or notify SBWIB, Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access

County shall give the Comptroller General of the United States, and any authorized representative of the SBWIB, Inc. or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits. And other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by Chief Executive Officer.

B. Retention

The County shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the SBWIB, Inc., available for inspection and audit by any federal, state, or SBWIB, Inc. agency, upon request, for **three (3) years from the termination date** of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the County agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The County shall inform the SBWIB, Inc. in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained

within thirty (30) days of the beginning date of this Agreement. The County shall inform the SBWIB, Inc. in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc. If the County ceases operations prior to the termination of this Agreement or before all litigation, audits and claims have been resolved, the County shall provide the name, address, and telephone number of the County's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XI--REPORTING REQUIREMENTS

A. General Reporting

At such times and in such forms as the SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to matters covered by this Agreement.

B. WIA Monthly Expenditures Reports, Usage and Close-Out

1. EDD has approved funding for this grant under separate subgrant agreements and program year allocation(s). Each allocation of funding has its own funding requirements and terms and requires said funds to be utilized under the first in, first out principles (FI/FO).
2. The first increment of funds includes a portion of funds allocated from FY2010-2011, and is available for use from September 1, 2012 through May 31, 2013.
3. Each County is required to expend a minimum of twenty-two percent (22%) of their initial or first increment of funds by May 31, 2013. Failure to expend these funds may reduce your total availability of funds. The SBWIB, Inc. will be required to return to EDD any unused portion of project funds received from FY2010-2011.
4. Each County is required to close-out funds appropriated under FY2010-2011, within fifteen (15) days following the date of May 31, 2013, the County shall submit to the SBWIB, Inc. a report of expenditures on forms provided by the SBWIB, Inc., a complete and accurate report of expenditures including allowable accruals of allowable expenditures.
5. Each County will be required to expend a minimum of eighty percent (80%) of the first increment of funds on or before August 31, 2013. Failure to expend these funds may reduce your total funds available and second increment.
6. Each month on or before fifteen (15) working days of each month, County shall

submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., **a complete and accurate monthly expenditure report, including allowable accruals.** Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

7. Close-out, within fifteen (15) days following the termination of the Agreement, County shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, County shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate final close-out report of expenditures including all allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.
8. In the event County does not submit a final close-out within the prescribed time frame, the SBWIB, Inc. reserves the right to unilaterally close-out the Agreement and use the report on file at the SBWIB, Inc. for determination of County's final allowable expenditures. The SBWIB, Inc. will not reimburse the County for any expenditure reported after the forty (40) days closeout date following termination of this Agreement. The SBWIB, Inc. shall provide closeout forms to the County at least thirty (30) days prior to termination of Agreement.

C. **Management Information System (MIS) Reporting**

County shall submit to the SBWIB, Inc. all MIS forms within 10 days of the activity date (ex: enrollment/registration date, exit date, follow-up date) utilizing the Intrastate Training Resource and Information Network (I-TRAIN).

XII – INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for all allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the State of California, Employment Development Department. The State of California, Employment Development Department makes no guarantees, warranties, or assurances of any kind express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

XIII -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a State of California, Employment Development Department (EDD) grant or agreement, the County shall report the fact promptly and fully to the SBWIB, Inc. The SBWIB, Inc. shall report the fact to the Grant Officer, at the EDD. Unless there is a prior Agreement between SBWIB, Inc. and the EDD and its representative on these matters, the EDD shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a EDD grant or agreement, the author and the SBWIB, Inc. which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

EDD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,
2. Any right of copyright to which a grantee, subgrantee or a County purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement.

XIV -- CONFIDENTIALITY REQUIREMENTS

A. County shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The County shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors 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 County agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and

of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the County staff, and/or their employees.

XV -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

County, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. County assures that to the best of its knowledge, it 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 California Employment Development Department. County recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. County's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the County may be ineligible for award of future Agreements if SBWIB, Inc. determines that any of the following has occurred: (1)

false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

XVI-- FISCAL ACCOUNTABILITY

County shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

XVII-- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or (2) personal service.

For these purposes, the addresses of the parties shall be as follows:

SBWIB, Inc.

South Bay Workforce Investment Board Inc.
11539 Hawthorne Blvd., Ste. 500, 5th Floor
Hawthorne, CA 90250
Attn: Jan Vogel, Chief Executive Officer

County

Orange County Workforce Investment Board
1300 South Grand Ave., Building B, 3rd Floor
Santa Ana, CA 92705
Attn: Andrew Munoz, Executive Director

XVIII -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section

195(7)(A) and (B)(i)(ii) and 20 CFR '667.200 which are herein incorporated by this reference.

Any program income must be reported to the SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written directions to the County. At the City's discretion, program income may be used to augment the County's WIA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income must be approved, County shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIA record retention and audit requirements. The SBWIB, Inc. shall monitor County's compliance with all program income requirements

XIX -- AUDITS AND REQUIREMENTS

County shall comply with audit requirements as identified WIA regulations (20 CFR 667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. County shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by the County. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

County shall allow authorized SBWIB, Inc., State, and Federal representatives to have full access to the County's facilities and all related WIA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the County's staff and program participants during normal business hours.

The SBWIB, Inc. shall have the authority to examine the books and records used by the County in accounting for expenses incurred under this Agreement. Should these books and

records not meet the minimum standards of the accepted accounting practices of the SBWIB, Inc., the SBWIB, Inc. reserves the right to withhold any or all of its funding to the County until minimum standards are met.

The SBWIB, Inc. may require the County to use any or all of the SBWIB, Inc.'s accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The SBWIB, Inc. reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the County if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that the County has expended funds which are questioned under the criteria set forth herein, the County shall be notified and given the opportunity to justify questioned expenditures prior to the SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under WIA.

XX--CERTIFICATION

A. Debarment and Suspension Certification:

By signing this Agreement, County hereby certifies under penalty of perjury under laws of the State of California the County will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;
2. Have not within a three-year period preceding this proposal been convicted of or had

a civil judgment rendered against them for commission of fraud or a criminal offense in connecting 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 paragraph 2 of this certification;
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

B. Lobbying Restrictions:

By signing this Agreement the County hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this 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, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the County shall

complete and submit Standard Form - LLL , Disclosure Form to Report Lobbying, in accordance with its instructions.

C. Nepotism:

By signing this Agreement the County certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity SBWIB, Inc. by the County. For the purpose of this Agreement, the term's immediate family's means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the County. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance:

By signing this Agreement the County hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600).

E. Nondiscrimination and Affirmative Action:

By signing this Agreement the County hereby certifies that it shall conduct not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The County will take affirmative action to assure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

XXI---PUBLICITY

No funds provided under this agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress itself. Nor shall grant funds be used to pay salary or expenses of any grantee or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the Congress.

XXII---PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, County shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of federal funds for the project or program.

XXIII -- GRIEVANCES AND COMPLAINT SYSTEM

- A. County shall maintain a grievance and complaint procedures in compliance with the WIA, federal regulation and state statues, regulation and policy.
- B. County shall preliminarily investigate all complaints of clients enrolled in the CA
- C. Multi-Sector Partnership-25% Project and notify the SBWIB, Inc.'s Chief Executive Officer of the status of the investigation within five (5) business days of receiving the complaint.
- D. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plan for specific actions and strict time deadlines.
- E. Copies of all written complaint response shall be sent to the SBWIB, Inc.'s Chief Executive Officer within five (5) business days of mailing to the complaint.

- F. County shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.
- G. County shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

XXIV--DISPUTE RESOLUTION AND BREACH

A. Dispute:

County agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. County shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB, Inc. Administration.

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent shall review the disputed matter and, after consultation with the SBWIB, Inc. Administration and the County, reach a resolution. County shall be issued a decision in writing that shall bind all parties.

County shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, County shall proceed with the performance of the Agreement. Upon final disposition, County shall comply with SBWIB, Inc.'s decision.

B. Breach:

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights

and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

XXV-- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults

Default, as used in this Agreement, shall mean instances when County fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions that come as a result of County's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the County on Probation status; and
4. Terminate the Agreement.

B. Probation

1. The SBWIB, Inc. may place County on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
2. Said notice shall set forth the period of probation, the reasons for probation, and the specific conditions of non-compliance.
3. Within five (5) working days, the County shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of County to comply with any

provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.

2. The SBWIB, Inc. may immediately suspend payments to County prior to termination of the Agreement in whole or in part for the following causes:
 - a. Failure of County to comply in any respect with either the terms and/or conditions of this Agreement.
 - b. Submittal to SBWIB, Inc. of reports which are incorrect or incomplete in any substantial or material respect.
 - c. Termination or suspension of grant(s) to City/SBWIB, Inc. from the Federal or State governments.
 - d. Failure of County to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or SBWIB, Inc.
3. Upon suspension of funds, County agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc.

D. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include but are not limited to:
 - a. Failure for any reason of the County to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - b. Suspension or termination by the Department of Labor or the State of California grant to City/SBWIB, Inc. under which this Agreement is made.
 - c. Improper use by County of funds furnished under this Agreement.

- d. Failure to meet performance standards as stipulated in Exhibit "A".
2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.
3. Upon termination or cancellation of this Agreement, County shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of County that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc. Final payment to County under this Agreement will be made only after SBWIB, Inc. has determined that County has satisfactorily completed said close-out procedures.

E. Sanctions

County through the execution of this Agreement agrees to comply with, the requirements herein, and those requirements contained within the Workforce Investment Act and all applicable Directives/Bulletins from the SBWIB, Inc., State, or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections which may be applied will be dependent upon the circumstances of noncompliance.

XXVI--ENTIRE AGREEMENT

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

By: ORANGE COUNTY WORKFORCE INVESTMENT BOARD

Signature: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

 4/2/2013
County Counsel

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law

PROJECT ABSTRACT

**STATEMENT OF WORK
CA Multi-Sector Workforce Partnership Project**

Project Overview

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) has been awarded by the State of California, Employment Development Department (EDD) a 25% WIA Dislocated Worker Additional Assistance Project Grant on behalf of the CA Multi-Sector Workforce Partnership that will provide core, intensive, training and supportive services to dislocated workers in need of employment and job training services. Dislocated workers must be laid off from companies and layoff events identified in **Attachment A-1** to receive services under this grant.

Enrollments, Training and Participant Planned Outcomes*

All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than December 31, 2013, unless otherwise approved. Service plans that include training activities must be planned with a completion of training outcome that allows for appropriate job placement services and outcomes on or before the end of the grant period.

Demand Driven Job Training may reflect individual labor markets in the project area that support many economic engines that influence the demand for personnel. These job opportunities can be found in traditional occupations while others are considered new and emerging. Each County is encouraged to identify job training services that are in high demand occupations and offer solid career paths, stability and growth potential.

A **participant plan** will be established for each County under this project and will be used as a gage in monitoring the County's performance, service levels provided to participants and funds utilization. **Reference Attachment A-2 Participant Plan.**

On-the-Job and Customized Training Waivers

Services planned for On-the-Job and/or Customized Training must comply with current WIA Statewide California Waivers, directives and project guidelines established under this grant and issued by the SBWIB, Inc. Waivers are effective through June 30, 2013.

Statewide Performance Measurements Chart (minimum standards for the project)

Dislocated Workers	Performance Standards
Dislocated Worker Entered Employment Rate	65%
Dislocated Worker Employment Retention Rate	83%
Dislocated Worker Earnings Replacement Rate	\$15,900

Enrollment Plan-Grant Code 507

Program	New Enrollments	Total Funding*
CA Multi-Sector Workforce Partnership Project – 25%	169	1st Increment \$670,518
		2nd Increment \$674,012

**Funding Increments are contingent upon available funding, performance and need.*

Upon request, the SBWIB, Inc. can provide the County with the option to maintain and pay tuition expenditures directly to the vendor for an applicable service fee of 3% of the total tuition payments processed.

**Contract term date: September 1, 2012 to March 1, 2014; Refer to Attachment A-2 Participant Plan*

CONTRACTOR'S ELIGIBLE EMPLOYERS AND LAYOFF EVENTS

CONTRACTOR'S PARTICIPANT PLAN

CONTRACTOR'S PARTICIPANT PLAN

Participating LWIBs: Insert LWIB Name							
Project Title: CA Multi-Sector Workforce Partnership – State 25%-Additional Assistance Project							
Term: 9/1/12		through 3/1/14					
Initial: <input checked="" type="checkbox"/>		Amendment Request: <input type="checkbox"/>		Amendment #: _____			
I. Quarterly Participation (Cumulative)							
A. Quarter End Date (MM/YY)	12/12	3/13	6/13	9/13	12/13	3/14	
B. Total Participants Enrolled							
C. Total Participants in Training							
D. Total Participants Exited							
E. Total Participants Employed at Exit							
II. Performance Goals				PY2012-13 State Goals*		Project Goals	
A. Entered Employment Rate				65%		65%	
B. Employment Retention Rate				83%		83%	
C. Average Earnings Rate				\$15,900		\$15,900	
D. Employment and Credential Attainment Rate				N/A		N/A	
<i>*Statewide Performance Measures are to be used as minimum standards for the Project Goals</i>							

ATTACHMENT B

ASSURANCES

- All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than December 31, 2013, unless otherwise modified and approved by SBWIB, Inc.
- All local WIA policies and WIA-funded activities, including those pertaining to and funded under the 25% Additional Assistance Project, shall comply with all applicable federal and state statutes, rules, policies, and regulations of the federal Workforce Investment Act of 1998.
- Unless specifically developed for the California Multi-Sector Workforce Partnership Additional Assistance-25% Project and agreed to in writing by the partners, State of California policies governing On-the-Job training (OJT) agreements, customized training, participant support services, paid and unpaid work experience, and paid and unpaid internships shall apply to all such activities under this agreement. Where the State has not defined a specific policy, and where specific policy or guideline has not been developed and approved for the Project, existing WIA rules and regulations will prevail.
- All work experience activities must be approved by SBWIB Inc. and paid from Intensive Services funds. Work experience wages paid under this agreement shall not exceed \$15.00 per hour and the length of a paid work experience assignment will not exceed 12 weeks.
- On-the-job training agreements will be developed only with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period. Wage reimbursement payments under OJT agreements will be based on the specific vocational preparation level requirements of the position to be trained and will not exceed the prevailing hourly wage limits for reimbursement or as approved by a state waiver. In no case may the duration of an OJT agreement exceed six months in length.
- Follow-up services for participants receiving service(s) under this agreement shall continue for four (4) quarters after program exit.
- No participant receiving service/assistance under this agreement may be enrolled in another 25% Additional Assistance Project without the express written authorization of the SBWIB, Inc.
- No funds will be used under this 25% Additional Assistance Project agreement to pay for health insurance premiums for dislocated workers who do not qualify under programs authorized by the Trade Act of 2002.
- Supportive service funds may be used to pay for emergency medical treatment and needs-related payments—where authorized by local workforce investment boards for the Dislocated Worker Formula Program.
- No Rapid Response activities will be funded under this agreement.

PROJECT ADMINISTRATION

SUB-GRANT MANAGER:

Name: Justina Munoz
Title: Sub-grant Manager
Address: 11539 Hawthorne Blvd., Ste. 500, 5th FL
Hawthorne, CA 90250
Telephone: (310) 970-7736
Facsimile: (310) 970-7713
E-Mail Address: jmunoz@sbwib.org

FISCAL UNIT:

Name: Tudorita "Dori" Giulea
Title: Fiscal Coordinator
Address: 11539 Hawthorne Blvd., Ste. 500, 5th FL
Hawthorne, CA 902050
Telephone: (310) 970-7700
Facsimile: (310) 970-7713
E-Mail Address: tgiulea@sbwib.org

CONTRACT ADMINISTRATION:

Name: Justina Munoz
Title: Contracts
Address: 11539 Hawthorne Blvd., Ste. 500, 5th FL
Hawthorne, CA 90250
Telephone: (310) 970-7736
Facsimile: (310) 970-7713
E-Mail Address: jmunoz@sbwib.org

Sub-grant Manager for contract area LWIBs: List assigned LWIBs

MIS ADMINISTRATION:

Name:	Tamika Hambrick
Title:	MIS Coordinator
Address:	11539 Hawthorne Blvd., Ste. 500, 5 th FL Hawthorne, CA 90250
Telephone:	(310) 970-7700
Facsimile:	(310) 970-7713
E-Mail Address:	thambrick@sbwib.org

CONTRACTOR ADMINISTRATION

PROJECT MANAGER:

Name: _____
Title: _____
Address _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

FISCAL UNIT:

Name: _____
Title: _____
Address _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACT ADMINISTRATION:

Name: _____
Title: _____
Address _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

MIS ADMINISTRATION:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

BUDGET SUMMARY FORMS

REQUEST FOR CASH FORMAT

REPORTING REQUIREMENTS & GUIDELINES

EXHIBIT D

CONSULTANTS

In the event that County shall enter into consultant and/or professional service agreement for any services provided under this Agreement, the parties to any such agreement, and the services they are to provide, shall be identified below.

County shall provide SBWIB, Inc. with current copies of any consultant and/or professional services agreements with the individuals listed below. Said agreements shall specify compliance with terms and conditions of the primary agreement with SBWIB, Inc.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc., Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, County shall notify SBWIB, Inc. and provide copies of sub-agreements and other required documents.

Consultants performing services which may involve driving must provide evidence of insurance (insurance certificates) at the level required and with additional insured endorsements.

<u>CONSULTANT</u>	<u>SERVICES TO BE PERFORMED</u>