

Agreement No. 00006919

This Subgrant Agreement (“Agreement”) is entered into by Workforce Development Board of Santa Barbara County and the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization (collectively referred to as the “Parties”), for the purpose of supporting the Technical Assistance Program with the AB628 Breaking Barriers to Employment Initiative (also referred to as “Breaking Barriers”) and its mission to ensure that individuals from target populations receive the necessary supplemental, supportive, remedial, and wraparound services they need to successfully enter, participate in, and complete workforce and education programs and enter, be retained, and advance in the labor market. Subgrantee is awarded these funds through the AB628 Breaking Barriers Program RFA conducted by the FoundationCCC as part of the California Workforce Development Board (“Grantor” or “CWDB”) Grant Agreement with the FoundationCCC. During the Term of this Agreement, the Subgrantee will use these funds to comply with its responsibilities as described in Exhibit A and as outlined in Subgrantee's response to the AB628 Breaking Barriers Program RFA. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

For the purposes of this Agreement, the Foundation for California Community Colleges is referred to as “FoundationCCC” and Workforce Development Board of Santa Barbara County is referred to as “Subgrantee”.

The term of this Agreement is September 12, 2023, through June 30,

2024. The maximum amount of this Agreement is \$747,744.00.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUBGRANTEE

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBGRANTEE – second signature, if required

**FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES AND DELIVERABLES

1. Subgrantee Responsibilities

A. Participation

Subgrantee is required to participate in all FoundationCCC-led technical assistance-related activities, which will include but not be limited to:

1. Participation in the online Community of Practice

2. Participation in interviews and focus groups

Focus groups will be conducted to help FoundationCCC understand program success, challenges, and opportunities from the perspective of sub-grantees.

3. Training and informational webinars

4. Quarterly virtual Peer Learning Circles (PLC)

PLC's provide the opportunity to have a lightly-facilitated discussion with all Subgrantees structured around a set of participant-identified questions and/or concerns with the purpose of learning from each other and building networks of mutual support.

5. Three in-person (intended) convenings

These intended in-person convenings will consist of peer and expert learning opportunities, large and small group sharing, ideation and problem solving, resource sharing, and/or the opportunity to network. One convening will take place in the Northern California region and two additional convenings will take place in the Southern California region. Subgrantees must account for travel costs in their budget proposal. A maximum of three implementation staff (ex. Project Director and Coordinator) from each partner organization must attend.

6. Virtual Subgrantee onboarding

This activity will consist of a series of virtual technical training sessions to onboard new Subgrantees.

7. Other supportive activities as needed

B. Reporting

Subgrantee shall track and enter relevant data into the Cal E-Grants platform on a monthly basis, supported by quarterly narrative reports. The quarterly narrative reports are a critical element in FoundationCCC's monitoring and oversight process.

Subgrantee must identify a single entity to be responsible for ensuring all program data is captured in a timely manner and that data is to every extent feasible, complete and accurate. Subgrantee will appoint individuals responsible for data submission.

FoundationCCC will provide further detail on reporting requirements and submission to Subgrantee upon selection. FoundationCCC will provide instructions, virtual training, and technical assistance on reporting requirements, Cal E-Grants platform, and processes to all appointed individuals.

Subgrantee shall complete the following reports:

Reporting Period	Due Date	Report Type
Quarter 1		
January 1-31, 2023	Friday, February 17, 2023	Monthly Data Report
February 1-28, 2023	Friday, March 17, 2023	Monthly Data Report
March 1-31, 2023	Friday, April 21, 2023	Monthly Data Report
January 1, 2023- March 31, 2023	Friday, April 28, 2023	Quarterly Narrative
Quarter 2		
April 1-30, 2023	Friday May 19, 2023	Monthly Data Report
May 1-31, 2023	Friday, June 16, 2023	Monthly Data Report
June 1-30, 2023	Friday, July 21, 2023	Monthly Data Report
April 1, 2023- June 30, 2023	Friday, July 28, 2023	Quarterly Narrative
Quarter 3		
July 1-31, 2023	Friday, August 18, 2023	Monthly Data Report
August 1-31, 2023	Friday, September 15, 2023	Monthly Data Report
September 1-30, 2023	Friday, October 20, 2023	Monthly Data Report
July 1, 2023- September 30, 2023	Friday, October 27, 2023	Quarterly Narrative
Quarter 4		
October 1-31, 2023	Friday, November 17, 2023	Monthly Data Report

November 1-30, 2023	Friday, December 15, 2023	Monthly Data Report
December 1-31, 2023	Friday, January 19, 2024	Monthly Data Report
October 1, 2023 December 31, 2023	Friday, January 26, 2024	Quarterly Narrative
Quarter 5		
January 1-31, 2024	Friday, February 16, 2024	Monthly Data Report
February 1-29, 2024	Friday, March 15, 2024	Monthly Data Report
March 1-31, 2024	Friday, April 19, 2024	Monthly Data Report
January 1, 2024- March 31, 2024	Friday, April 26, 2024	Quarterly Narrative
Quarter 6		
April 1-30, 2024	Friday May 17, 2024	Monthly Data Report
April 1, 2024- April 30, 2024	Friday, May 24, 2024	Quarterly Narrative
January 1, 2023- April 30, 2024	Friday June 28, 2024	Final Narrative

C. Data Requests

Subgrantee shall cooperate with FoundationCCC and CWDB to provide timely responses to any requests for data and/or reports the FoundationCCC and CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The subgrantee further understands and agrees that this data will be shared with the CWDB and any other stakeholders. Subgrantee shall provide all necessary information to the Grant Evaluators to facilitate grant performance evaluation.

D. Deliverables and Outcomes

Subgrantee agrees to meet WORK PLAN and PARTICIPANT PLAN deliverables and outcomes set forth in its Cal E-Grants application, which is hereby incorporated by reference as part of this Agreement.

2. FoundationCCC Responsibilities

A. Data Monitoring

1. FoundationCCC will monitor Subgrantee performance on a quarterly basis to capture progress towards meeting proposed goals for the program and the reporting and evaluation requirements for the initiative. FoundationCCC may review and revise the performance criteria with each Subgrantee.

2. FoundationCCC will oversee data collection process through CWDB's Salesforce platform. FoundationCCC will monitor grantee performance metrics, outcomes and grant deliverables in alignment with Breaking Barriers to Employment Initiative legislative code.

B. Fund Management

1. FoundationCCC will manage full amount of funds awarded by CWDB; reimburse Subgrantee for additional qualifying services provided under the terms of the grant as invoiced and review budget modification requests.
2. FoundationCCC will manage invoice submission, review, and payment processes and methods. In addition, oversee end of grant invoice submission and closeout process.

C. Technical Assistance

1. FoundationCCC will facilitate all technical assistance and outreach activities in collaboration with the CWDB and their third-party evaluator.
2. FoundationCCC will incorporate methods for collecting continuous feedback from Subgrantee, CWDB, and other stakeholders to inform ongoing process improvement and iteration.
3. FoundationCCC will assist grantees with project setup understanding funding requirements, and navigating data reporting and submission procedures, including technology support.
4. FoundationCCC will provide grantee with written guidance and virtual trainings.

Santa Barbara County Workforce Development Board Participant Plan

Participant Outcome	Q1	Q2	Q3	Q4	Q5	Q6	Total
Enrolled in Program							
No. of Participants at Start of Quarter	0	0	25	65	65	35	190
No. of New Participants Joined This Quarter	0	0	47	6	6	6	65
No. of Participants Exited This Quarter	0	0	0	0	30	35	65
No. of Participants at End of Quarter	0	0	72	71	41	6	190
Training							
Enrolled in Training	0	0	5	10	5	0	20
Completed Training	0	0	0	2	3	15	20
Attained Industry-Identified Certificate or Credential	0	0	0	2	3	15	20
Placement							
Post-Secondary Education	0	0	0	0	0	0	0
State-Approved Apprenticeship	0	0	0	0	0	0	0
Career Advancement / Promotion (Incumbent Worker)	0	0	0	0	0	0	0
Employment (New Employee)	0	0	0	0	0	0	0

EXHIBIT B

BUDGET & PAYMENT TERMS

1. Compensation

A. Grant Information

Subgrantee as an awarded applicant under the AB628 Breaking Barriers RFA conducted by FoundationCCC shall receive based on their budget, for a total not-to-exceed award of \$747,744.00. A 20% match is required from Subgrantee, and Subgrantee's match should be reflected on Subgrantee's budget.

B. Subgrantee Funding Details and Match Requirements

1. Non-Appropriations Clause

In the event funds are not appropriated to FoundationCCC by Grantor, FoundationCCC may terminate and/or pause funding for Subgrantee without penalty. Subgrantee will be provided guidance by FoundationCCC in the event funding is delayed, and/or paused, and/or terminated.

2. Match Requirements

Applicants are required to provide 20% cash match or in-kind match ("Match"). Subgrantee's Match must occur during the period of program implementation and reporting. To be "counted" as Match, contributed effort and resources must be expended and not just obligated within the approved project period.

The type of costs contributed as Cost Share must be considered "allowable" by FoundationCCC and its Grantor. Such costs must be allocable to the project.

3. GAAP

Accounting for grant funds shall be in accordance with Generally Accepted Accounting Principles consistently applied, regardless of the source of funds. Supporting records must include sufficient detail to show the exact amount and nature of expenditures and shall be available to FoundationCCC upon request. Unused funds shall be returned to the FoundationCCC.

C. Allowable and Non-allowable Activities and Costs

Subgrantee shall comply with the Technical Assistance Program Allowable Expenditures Guidelines attached hereto as Exhibit G. FoundationCCC may not reimburse Subgrantee for non-allowable activities and costs. If FoundationCCC or Grantor determines that an activity or cost is non-allowable, Subgrantee shall be solely responsible for such costs.

D. Payment Schedule & Invoicing

Selected Subgrantees may submit an invoice to receive up to 20% of their approved budget upon contract execution with FoundationCCC to support implementation of grant activities. Retroactive invoices will be required to account for all advanced funds. The remaining awarded

grant funds will be provided through a reimbursement process. Under no circumstances will selected applicants receive provision of payment prior to contract execution.

FoundationCCC will compensate Subgrantee for services satisfactorily rendered and upon receipt and approval of invoices, in accordance with the approved Budget Summary. The total invoiced amount shall not exceed the award amount. Subgrantees shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

Subgrantee will submit invoices at its own discretion on an as needed basis, but no less frequently than every three months in accordance with funding requirements for approval by FoundationCCC through Cal E-Grants or an alternative method required by FoundationCCC. Training will be provided to all selected Subgrantees. Final invoices for all reimbursable grant activities must be submitted no later than May 15, 2024.

E. Funding Availability

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. FoundationCCC reserves the right to adjust the total number, duration, and amount of each grant award based upon the availability of funds and Subgrantee's performance.

F. Indirect Costs

Up to 10% may be applied to the total project budget amount requested to cover administrative costs. A negotiated indirect cost rate (NICRA) can exceed 10% with proof from the cognizant agency and acceptance by FoundationCCC.

G. Procurement

Procurement requirements in compliance with California's rules on procurement of goods, services, and equipment: If purchase is over \$2,500 Subgrantee must obtain three competitive quotes to justify that the cost of the equipment is reasonable. Subgrantee will not need to submit quotes to FoundationCCC but are required to obtain and keep them on file in the event they are monitored. This pertains to individual unit purchases over \$2,500 as well as purchase orders. For example, if purchasing 10 laptops at \$500 each this would be a purchase order of \$5,000 and would require three competitive quotes.

Purchases over \$2,500 must receive prior approval and Subgrantee shall complete purchase justification forms and necessary competitive processes in order to justify purchases that exceed \$2,500.

If the purchase is a sole source purchase (only one vendor capable of providing an item or service, therefore it is not possible to obtain competitive bids) justification must be provided on why this cannot be competitively procured along with why the provider was selected.

All sole source purchases (regardless of price) will require a Proprietary Letter. This is a letter from the entity explaining they own rights to their specialized good or services. Subgrantee will not need to submit this letter to the FoundationCCC but are required to obtain and keep it on file in the event they are monitored.

H. Additional Information

Subgrantee may be required to submit additional detailed information for any reimbursement request or invoice if requested by FoundationCCC or Grantor. If required to do so, Subgrantee shall provide the additional information as expeditiously as possible to ensure there are not significant delays in reimbursement. FoundationCCC may delay reimbursement if additional requested information is not provided. Subgrantee shall complete any a justification forms for substantial costs as determined by the FoundationCCC or Grantor in accordance with state funding policies and section G above.

2. Budget

AB628 Breaking Barriers to Employment Initiative Budget Summary

Organization	Santa Barbara County Workforce Development Board
Project Name	Summer Youth Empowerment and Employment Program (SYEEP)

Line Item	Budget Line Item	Grant Funds	Leveraged Funding (Match)	Total Project Budget	Source of Leveraged Funds	Type of Leveraged Funds
A.	Staff Salaries	\$52,516.33		\$52,516.33		
B.	Number of full-time equivalents:	.64				
C.	Staff Benefit Cost	\$33,338.59		\$33,338.59		
D.	Staff Benefit Rate (Percent):	63.48				
E.	Staff Travel	\$3,060.08		\$3,060.08		
F.	Operating Expenses			\$0.00		
G.	Furniture and Equipment					
G1	Small Purchase (Unit cost of under \$5,000)			\$0.00		
G2	Equipment Purchase (See Exhibit G)			\$0.00		
G3	Leased Equipment (See Exhibit G)			\$0.00		
H.	Consumable Testing and Instructional Materials			\$0.00		
I.	Training Tuition, Payments, Vouchers			\$0.00		
J.	On-The-Job Training			\$0.00		
K.	Participant Wages and Fringe Benefits			\$0.00		
L.	Participant Support Services			\$0.00		
M.	**Contractual Services (must complete Supplemental Budget)	\$0.00	\$0.00	\$0.00		In Kind
N.	**Subrecipient (must complete Supplemental Budget)	\$650,244.00	\$150,000.00	\$800,244.00	MCS leveraged staff time of Director of Development, Job Developer, SSA Benefits Counselor	In Kind
O.	*Indirect costs (complete items 1 and 2 below)	\$8,585.00		\$8,585.00		
P.	Other (describe):			\$0.00		
Q.	TOTAL FUNDING**	\$747,744.00	\$150,000.00	\$897,744.00		

** See Exhibit G for definitions for Subrecipient vs Contractors

Total Award	\$747,744.00
***Administrative Costs	\$74,774.00
Program Costs	\$672,970.00

*Indirect Cost Rates exceeding 10% must be negotiated and approved by Cognizant Agency.

1	Indirect cost Rate (Percent):	10
2	Name of cognizant Agency:	NOT APPLICABLE

***A maximum of 10% of the total project budget will be allowed for administrative costs.

The definition of administrative costs is provided in Appendix A of the RFA.

EXHIBIT C

SPECIAL TERMS

1. Term, Termination, Stop Work Notice

1.1 Term. This Agreement shall be from September 12, 2023, through June 30, 2024, at which time, this Agreement will automatically terminate. Reimbursable grant activities must be completed by April 30, 2024. The remainder of the contract term will be used for grant closeout. Grant activities may not start prior to the contract execution date.

Any extension to this Agreement must be in writing and signed by authorized signatories of FoundationCCC and Subgrantee.

1.2 Termination for Funding Contingency. FoundationCCC shall have the right to terminate this Agreement if appropriate funds are not granted to the FoundationCCC to operate this grant program from FoundationCCC's Grantor.

1.3 Termination for Cause. FoundationCCC shall have the right to terminate this Agreement, without penalty, within a reasonable time period should Subgrantee be found to be in material breach of this Agreement as determined in FoundationCCC's sole discretion or if Subgrantee fails to comply with any legal and regulatory provisions referenced in the Agreement.

1.4 Right To Reduce or Re-allocate Funding. FoundationCCC shall have the right to reduce funding to Subgrantee should Subgrantee not meet milestones, deliverables, or appears unable to effectively use the funds. FoundationCCC will not reduce or re-allocate any funding from Subgrantee without first providing thirty (30) days' notice and an opportunity for Subgrantee to cure any defaults in performance.

1.5 Procedures at Termination. Subgrantee must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. FoundationCCC shall only be liable to Subgrantee for the actual amount of time Subgrantee devoted to performing Services pursuant to this Agreement, up until the effective date of the cancellation or as otherwise identified, in writing, by FoundationCCC. This provision does not preclude FoundationCCC from raising disputes concerning Subgrantee's Services rendered.

1.6 Stop Work Notice. FoundationCCC reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of Subgrantee; (2) funding for the program is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by FoundationCCC.

2. Intellectual Property

Property of the State of California

Subgrantee agrees that any and all Services rendered and proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports, or other documents, materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement ("Work Product") whether by Subgrantee, or any employees or subcontractors to Subgrantee or its Partner Institutions, shall be assigned to the CWDB/State

of California. This explicitly includes the electronic copies of all above stated documentation. "Documents and Materials" does not include previously created materials acquired or produced by or on behalf of Subgrantee. The copyright for all Work Product first created, first developed, or first produced as a result of this Agreement shall belong to the State of California and all rights, title, and interest in and to the Work Product first created, first developed, or first produced under this Agreement or under any subcontract shall be assigned and transferred to the State of California. This clause shall survive the expiration or early termination of this Agreement. Accordingly, without limiting the generality of the foregoing the State of California shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity.

Subgrantee hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to the State of California all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, trademark rights, and trade secret rights. Subgrantee agrees to take such further steps as may be reasonably requested by FoundationCCC and/or the State of California to implement the aforesaid assignment. If for any reason said assignment is not effective, Subgrantee hereby grants State of California and any assignee of the State of California an express royalty-free license to retain and use said Work Product.

If this Agreement is terminated, Subgrantee will promptly, upon request, provide to FoundationCCC all Work Product prepared, in both hard and soft format. FoundationCCC and the State of California retains the right to use Work Product regardless of any disputes including but not limited to disputes over compensation.

Subcontracts

If Subgrantee enters into a subcontract for work first developed under this Agreement, the subcontract must incorporate the intellectual property provisions in this Agreement, modified accordingly. The subcontract must include a provision that all rights, title, and interests in such work shall be assigned to the State of California.

Public Records Act

All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).

3. Insurance and Indemnification

3.1 Indemnification. Subgrantee, its heirs and/or its assigns ("Indemnitor") will indemnify, defend and hold FoundationCCC, and its directors, officers, and employees, (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FoundationCCC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The duty to defend (including by counsel) shall arise regardless of any claim or assertion

including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

3.2 Insurance

Subgrantee, at Subgrantee's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of Subgrantee and will include:

- Commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence;
- Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate; and
- Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Subgrantee shall transmit all certificates of insurance to the FoundationCCC, within 15 days of Subgrantee's execution of this Agreement. All insurance required to be carried by Subgrantee and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FoundationCCC. Any failure of FoundationCCC to require Certificates of Insurance shall not operate as a waiver of these requirements.

5. Accessibility for Persons with Disabilities

All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Subgrantee, whether purchased, leased, or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)

Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria.

6. Non-Discrimination

Neither Subgrantee, nor any director, officer, agent, employee, or subcontractor of Subgrantee may discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement.

To the extent relevant to the Agreement, Subgrantee, and any director, officer, agent, employee, or subcontractor of Subgrantee shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of

1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5).

7. Records Retention and Audit

Subgrantee shall permit access to records maintained on source of income and expenditures of its Breaking Barriers program, for the purpose of audit and examination, by any of the following or their authorized representatives: FoundationCCC, the CWDB Director, the California State Auditor, and the State Controller. Subgrantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or termination. If any litigation, claim, or audit is anticipated prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subgrantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who are reasonably believed to have information related to such records. Further, Subgrantee agrees to include a similar right of the FoundationCCC and the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)

Subgrantee agrees to refund to the FoundationCCC any amounts claimed for reimbursement and paid to Subgrantee which are later disallowed by the State/CDWB after audit or inspection of records.

8. Travel

The travel and per diem shall be set in accordance with [California Department of Human Resources](#) for comparable classes and that no travel outside of the State of California shall be reimbursed unless written authorization is obtained from FoundationCCC and California Workforce Development Board.

9. Public Contract Code Compliance

The Subgrantee is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Subgrantee should be familiar.

10. Assessment

The Subgrantee agrees to provide an education and training assessment for each individual of the supervised population who participates in this project pursuant to Penal Code Section 1234.3(c). The assessment may be undertaken by the Subgrantee or by another entity. A prior assessment of an individual may be used if, in the determination of the CWDB, its results are accurate.

11. Avoidance of Conflicts of Interest by the Subgrantee

- A. The Subgrantee shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.

- B. In the event that CWDB or FoundationCCC determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Subgrantee's officers, agents, or employees have family, business or other ties with so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

12. Workforce Innovation and Opportunity Act

The Subgrantee agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

13. Disputes

In the event Subgrantee disputes any action in the administration of this Agreement, Subgrantee may appeal to the FoundationCCC Program Director. Such appeals shall be filed within 30 calendar days of the notification from the Subgrantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Program Director, and 3) include any documentation relating to the dispute.

The FoundationCCC Program Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Subgrantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Subgrantee and the FoundationCCC. Resolution of a dispute that involves the Grantor may require up to 90 calendar days to resolve.

14. Assurances, Declarations, and Representations

The Subgrantee shall fulfill all assurances, declarations, representations, and statements made by the Subgrantee in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

15. Permits and Licenses

The Subgrantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT D

NOTICES

Notices

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FoundationCCC:

PROGRAM DIRECTOR (All Programmatic Issues):

Joshua Modlin
Director, Earn & Learn
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
jmodlin@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

PROGRAM SUPPORT (All grant administration and technical assistance related questions):

Breakingbarriers@foundationccc.org

SUBGRANTEE:

Julie Smedley
Senior Program Analyst
805-444-4419
jmedle@countyofsb.org

Invoicing Attn:

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

EXHIBIT E

GENERAL TERMS

1. General Terms

1.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

1.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment by Subgrantee not in accordance with this paragraph will be void, at the option of FoundationCCC.

1.3 Subcontracting Conflicts. Subgrantee may utilize subcontractors under this funding, if Subgrantee submits a request to FoundationCCC to employ subcontractors and FoundationCCC approves said request in writing. Subgrantee must comply with all Exhibit B, Section G surrounding procurement of subcontractors. The relevant and applicable terms from this Subgrant Agreement shall be incorporated into any subcontractor agreements. All subcontracts approved by FoundationCCC and entered into by Subgrantee with an approved subcontractor shall include an Intellectual Property Provision in substantial compliance with the language of this Agreement, by which all materials, procedures, processes, and/or trademarks or servicemarks first created.

1.4 Legal and Regulatory Compliance. Subgrantee shall perform all Services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by Subgrantee. Subgrantee. This paragraph is deemed material to the formation of this Agreement.

1.5 Anti-lobbying. Subgrantee shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

1.6 Debarment and/or Suspension. Subgrantee shall comply with Executive Order 12549, Debarment and Suspension. Subgrantee represents and warrants that Subgrantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

1.7 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between FoundationCCC and Subgrantee regarding such subject matter.

1.8 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.

1.9 Law to Govern; Venue. This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved in state or federal court in Sacramento, California.

1.10 Taxpayer Identification. A Federal Form W-9, Request for Taxpayer Identification number and Certification must be completed by Subgrantee immediately following execution of this Agreement and shall thereafter be promptly transmitted to FoundationCCC.

1.11 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

1.12 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

1.13 Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

1.14 Authority to Bind. The parties each represent and warrant that the signatories above are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

1.15 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

1.16 Non-waiver. The failure of either FoundationCCC or Subgrantee, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege in any other instance. Any waiver by FoundationCCC must be in writing.

1.17 Force Majeure. Neither FoundationCCC nor Subgrantee shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FoundationCCC or Subgrantee.

EXHIBIT F
SUBGRANTEE CERTIFICATION FORM
 Required Flow-Down from State Grant Agreement

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subgrantee to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>SUBGRANTEE/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

SUBGRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Subgrantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. 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.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and, agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

- 2) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subgrantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subgrantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Subgrantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a Federal court, which orders Subgrantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Subgrantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
 - a. All Subgrantee's 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 the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The Subgrantee agrees to cooperate fully in providing reasonable access to the Subgrantee'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 Subgrantee's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Subgrantee certifies that Subgrantee is in compliance with Public Contract Code section 10295.3.
7. GENDER IDENTITY: For contracts of \$100,000 or more, Subgrantee certifies that Subgrantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Subgrantee needs to be aware of the following provisions regarding current or former state employees. If Subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

2. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
3. No officer or employee shall contract on his or her own behalf as an independent Subgrantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
 - c. If Subgrantee violates any provisions of above paragraphs, such action by Subgrantee shall render this Agreement void. (Pub. Contract Code §10420).
 - d. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).
4. **LABOR CODE/WORKERS' COMPENSATION:** Subgrantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subgrantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
 5. **AMERICANS WITH DISABILITIES ACT:** Subgrantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
 6. **SUBGRANTEE NAME CHANGE:** An amendment is required to change the Subgrantee's

name as listed on this 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.

7. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Subgrantee 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 Section 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.
9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by Subgrantee if they are not another state agency or other governmental entity.

EXHIBIT G

ALLOWABLE EXPENDITURES GUIDANCE

Allowable Activities

Allowable costs must meet three primary criteria:

- 1) Substantiate that the cost was necessary and reasonable for proper and effective administration of all allocations;
- 2) The cost must be allocable to the funding sources activities; and
- 3) The cost must not be a general expense required to carry out the Subgrantee's overall responsibilities (not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the application work plan and budget of the Subgrantee otherwise the costs are not allowable. FoundationCCC has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

Allowable vs. Reasonable Costs

Reasonable is defined as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

Guidelines

A cost is considered allowable to a particular funding source/program to the extent it benefits the objectives of that program. Subgrantees can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the activities identified in the approved work plan.

Note that providing the types of services allowed under WIOA does not make individuals receiving Breaking Barriers funds a reportable individual for the purpose of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package. The CWDB will still track this data for purposes of this state grant program, even if WIOA funds are used and the individual is not reportable for purposes of WIOA performance reporting.

Supplanting

General funds may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in the absence of the grant funds, be made available for uses specified in your plan.

Allowability of General Costs

The intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions identified in the RFA would supersede allowable costs within this document. Table 1 below is a synopsis of rules to determine the allowability of costs.

TABLE 1 – ALLOWABILITY OF GENERAL COSTS

Allowable	Unallowable
<p>Advertising Costs are those that are solely for:</p> <ol style="list-style-type: none"> 1. The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; 2. The procurement of goods and services for the performance of a sponsored agreement; 3. The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non-federal entities are reimbursed for disposal costs at a predetermined amount; or 4. Other specific purposes necessary to meet the requirements of the sponsored agreement. 	<p>Advertising and Public Relations Costs include the followings:</p> <ol style="list-style-type: none"> 5. All advertising and public relations cost unless specified as allowable; 6. Costs of meetings, conventions, convocations, or other events related to other activities including costs of displays, demonstrations, and exhibits; 7. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events;
<p>Public Relations Costs are those that are solely for:</p> <ol style="list-style-type: none"> 8. Costs specifically required by the sponsored agreement; 9. Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or 10. Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of 11. Federal contract/grant awards, financial matters, etc. 	<p>Advertising and Public Relations Costs include the followings:</p> <ol style="list-style-type: none"> 12. Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; 13. Costs of promotional items and memorabilia, including models, gifts, and souvenirs; and 14. Costs of advertising and public relations designed solely to promote the institution.
<p>Audit Costs (can be included in indirect cost)</p>	<p>Alcoholic Beverages</p>
<p>Communication Costs (telephone, telegrams, postage, messenger)</p>	<p>Alumni Activities</p>
<p>Personnel Services</p>	<p>Bad Debts</p>

<p>Equipment Costs that are within the objectives of this RFA will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability</p>	<p>Entertainment Costs</p>
<p>Materials & Supply Costs (only those actually used for performance of sponsored agreement)</p>	<p>Contingencies</p>
<p>Meetings and Conferences primary purpose of dissemination of technical information are allowable. This includes costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences.</p>	<p>Losses on Other Sponsored Agreements or Contracts</p>
<p>Supportive Services and job readiness costs that bridge activities leading to enrollment in long-term training programs that can include services to pre-eligible participants for entry into the program.</p>	<p>Lobbying</p>
<p>Travels (In-state and <i>approved</i> out-of-state travel and follow state travel rate set in accordance with California Department of Human Resources)</p>	<p>Out-of-State Travels without prior approval</p>

EXHIBIT H

RFA LINK

Subgrantee has been approved through their response to the Breaking Barriers RFA. Any requirements of said RFA are hereby incorporated by reference and Subgrantee is responsible for compliance with the required terms of the RFA. The RFA can be accessed at this [LINK](#).

EXHIBIT I SUBGRANTEE APPLICATION

Subgrantee's submitted and signed proposal can be accessed through Subgrantee's [Cal E-Grant Portal](#) and is hereby incorporated by reference into this Agreement. Subgrantee may request a copy of their proposal by email to the program contact.