

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
LONG BEACH COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Long Beach Community College District, on behalf of **Long Beach City College** (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as regional initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the **Global Trade Sector Project**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019, through December 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$250,000.00, with 4% allowable indirect costs rate for SUBCONTRACTOR.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and

approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a ten percent (10%) matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article 1.3 "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state

guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable

efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:

Sarah Santoyo, Fiscal Agent Administrator
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: Leah Goold-Haws
Title: Sector Navigator - Global Trade
Address: Long Beach City College
4901 E. Carson Street
Long Beach, CA 90808
Phone: (562) 938-3240
Email: lgoold-haws@lbcc.edu

Supervisor of Record (if different from Primary Contact):

Name: Marlene Drinkwine
Title: Vice President, Business Services
Address: Long Beach City College
4901 E. Carson Street
Long Beach, CA 90808
Phone: (562) 938-4406
Email: mdrinkwine@lbcc.edu

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances


By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.


Sub-Agreement between RSCCD and Long Beach Community College District

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations/Fiscal Services
Date: 8/14/19

Board Approval Date: August 12, 2019

SUBCONTRACTOR: LONG BEACH
COMMUNITY COLLEGE DISTRICT

By: 
Name: Maxlene P. Drinkwine
Title: Vice President, Business Svcs.
Date: 9/11/19

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor's Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Long Beach CCD

COLLEGE: Long Beach City College

PROJECT: Global Trade Sector

FISCAL YEAR: 2019/20

RFA NUMBER: CCCCCO

FUNDING SOURCE: CCCCCO

PROJECT BUDGET: \$ 250,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

COLLEGE: Long Beach City College

RFA NUMBER: CCCCCO

CONTACT PAGE

District:	<u>Long Beach CCD</u>		
Address:	<u>4901 E. Carson Street</u>		
City:	<u>Long Beach CCD</u>	State:	<u>CA</u> Zip: <u>90808</u>

District Superintendent/President *(or authorized designee)*

Name:	<u>Dr. Reagan F. Romali Ph.D.</u>	Phone:	<u>562-938-4121</u>
Title:	<u>Superintendent President</u>	Fax:	<u></u>
E-mail Address:	<u>rromali@lbcc.edu</u>		

Responsible Administrator *(Should not be the same as Project Director)*

Name:	<u>Marlene Drinkwine</u>	Phone:	<u>562-938-4406</u>
Title:	<u>Vice President, Business Services</u>	Fax:	<u></u>
E-mail Address:	<u>mdrinkwine@lbcc.edu</u>		

Project Director *(Person responsible for conducting the daily operation of the grant)*

Name:	<u>Ms. Leah Goold-Haws</u>	Phone:	<u>(562) 938-3240</u>
Title:	<u>Sector Navigator - Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u>lgoold-haws@lbcc.edu</u>		

Person Responsible for Data Entry

Name:	<u>Ms. Leah Goold-Haws</u>	Phone:	<u>(562) 938-3240</u>
Title:	<u>Sector Navigator - Global Trade</u>	Fax:	<u></u>
E-mail Address:	<u>lgoold-haws@lbcc.edu</u>		

District Chief Business Officer *(or authorized designee)*

Name:	<u>Marlene Drinkwine</u>	Phone:	<u>562-938-4406</u>
Title:	<u>Vice President, Business Services</u>	Fax:	<u></u>
E-mail Address:	<u>mdrinkwine@lbcc.edu</u>		

Person Responsible for Budget Certification

Name:	<u>John Thompson</u>	Phone:	<u>562-938-4102</u>
Title:	<u>Director, Fiscal Services and Payroll</u>	Fax:	<u></u>
E-mail Address:	<u>jthompson@lbcc.edu</u>		

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 10%
			\$ 250,000	\$ 25,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 49,020
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 25,000
4000	SUPPLIES AND MATERIALS	4	\$ 2,500	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 237,885	\$ 185,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 240,385	\$ 259,020
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 9,615	
TOTAL COSTS:		10	\$ 250,000	\$ 259,020

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Ms. Leah Gould-Haws

Title: Sector Navigator - Global Trade

Authorized Signature: 

Date: 8-19-19

District Chief Business Officer (or authorized designee):

Name: Marlene Drinkwine

Title: Vice President, Business Services

Authorized Signature: 

Date: 9/17/19

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: CCCCCO

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	250,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
4000	Supplies and Materials	\$	2,500
	Printing / materials	\$	-
5000	Other Operating Expenses and Services		
	SBDC Lead Center Inland Empire - program venues / consultants & workshop resources	\$	50,000
	SBDC Lead Center Central Valley - program venues / consultants & workshop resources	\$	50,000
	Ecommerce program coordinator - consultant / GSR	\$	80,000
	Video success stories - consultant	\$	12,000
	Online marketing - consultant	\$	9,500
	Content developer - consultant	\$	26,000
	Logistics coordinator - consultant	\$	10,385
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	240,385
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	9,615
TOTAL COSTS:		\$	250,000

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: Long Beach CCD

COLLEGE: Long Beach City College

RFA NUMBER: CCCCCO

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		10%	25,000
1000		\$ -	\$ -
2000	Administrative Support Salary - \$4,086/month	\$ -	\$ 49,020
		\$ -	\$ -
3000	Administrative Support Benefits (TBD) @51%	\$ -	\$ 25,000
		\$ -	\$ -
4000		\$ -	\$ -
		\$ -	\$ -
5000	Office space and equipment	\$ 35,000	
	SBDC Lead Center Match - Central Valley	\$ 50,000	
	SBDC Lead Center Match - Inland Empire	\$ 50,000	
	SBDC Lead Center Match - Los Angeles	\$ 50,000	
		\$ -	
6000		\$ -	
		\$ -	
7000		\$ -	
		\$ -	
TOTAL DIRECT COSTS:		\$	259,020
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):			
TOTAL COSTS:		\$	259,020

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCCO

Statement of Work (Annual Workplan)
Objectives

Objective: 1 _____			
Provide international business conferences, workshops and seminars designed to provide information and tools to help enterprises, and organizations capitalize on global business			
#	Activities	Performance Outcomes	Timelines
1.1	Provide two global ecommerce workshops within each specified region in partnership with the designated SBDC	Clients attending workshops will receive a site audit giving a detailed analysis of their global ecommerce competitiveness	7/1/19 - 12/31/19
1.2			
1.3			

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCC

Statement of Work (Annual Workplan)
Objectives

Objective: 2 Provide individualized assistance to help existing companies and new ventures strategically evaluate and pursue international business opportunities				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Provide specialized experts and speakers for workshops and seminars	A minimum of 40% of attendees will receive in-depth consulting regarding ecommerce for foreign markets from SBDC consultants	7/1/19 - 12/31/19	Global Trade SN, DSN and SBDC team
2.2				
2.3				

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Sector

DISTRICT: 0.0

COLLEGE: 0.0

RFA NUMBER: CCCCC

Statement of Work (Annual Workplan)
Objectives

Objective: 3 Provide reference and referral services for specific customs, regulatory, and operational challenges				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Provide customized global ecommerce training in partnership with specified SBDC	A minimum of 40% of attendees will bench mark existing ecommerce sales and track global sales through the use of the training methods provided	7/1/19 - 12/31/19	Global Trade SN, DSN and SBDC team
3.2				
3.3				

COLLEGE/DISTRICT LETTERHEAD/LOGO

Exhibit B

INVOICE

Date:

Name

Invoice No.:

Address: 8045 E. Chapman Ave, T-102, Orange, CA 92869

Purchase Order No.:

City: State: Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number: Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: ☐ Advance Payment ☐ Progress Payment ☐ Final Payment
☐ Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:	District/College Program Contact:
Name:	Name:
Title:	Title:
Email:	Email:
Phone number:	Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the Rancho Santiago CCD Fiscal Agent Office (Gil_Maria@rscdd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/Key Talent Role or Program/Sub-Agreement#".

Example: Chaffey/COE/#19-405-005

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent Specialist at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Purchase Order No. – Enter the purchase order number issued to the host college/district from Rancho Santiago CCD, Purchasing Department.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**