

# South Bay Cities Council of Governments

February 26, 2026

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

SUBJECT: South Bay Workforce Investment Board (SBWIB) Apprenticeship Outreach Opportunity

## BACKGROUND

At a recent meeting with the South Bay Workforce Investment Board (SBWIB), they explained that they needed to promote their Apprenticeship Building America program to local businesses in the South Bay. SBCCOG staff volunteered that we already have a program which is engaging local businesses. Considering this, the SBWIB asked the SBCCOG to assist with promotion of their program to local businesses.

## ANALYSIS

The SBCCOG's work would be to engage business owners, share information about the program, and then connect them to the SBWIB. This work would be conducted under contract with the SBWIB in an amount not to exceed \$50,000. This effort aligns closely with SBCCOG's existing outreach activities through the Green Business Assist Program and the California Green Business Network.

As a first step, the SBCCOG had to become an approved contractor with the SBWIB. Then an agreement was prepared and reviewed by SBCCOG legal counsel. The contract period is very short with all work to be completed by June 19, 2026.

In order to get the work started immediately and be able to complete the engagement, the Steering Committee approved the agreement at its meeting on February 19. The agreement is attached for your information.

## RECOMMENDATION

Receive and file

## DOL ABA Grant Contractor Agreement

### AGREEMENT NO. 26-WXXX BETWEEN SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

<b>Organization ("Contractor")</b>		<b>Organization ("Contractor")</b>	
Name:	South Bay Workforce Investment Board, Inc. (SBWIB, Inc.)	Name:	South Bay Cities Council of Governments
Address:	11539 Hawthorne Blvd., 5 <sup>th</sup> Floor Hawthorne, CA 90250	Address:	357 Van Ness Way, #110 Torrance, CA 90501
Prime Sponsoring Agency:		US Department of Labor	
Project Title:		Expanding Flexible Apprenticeship in California (EFAC)	
Agreement Term:		02/04/2026 – 06/19/2026	
<b>Administrative Contact</b>			
Name:	Jemma Paras	Name:	Martha Segovia
Telephone:	310-970-7700	Telephone:	310-371-7222 x 209
Email:	gvicente@sbwib.org	Email:	Martha@southbaycities.org
<b>Project Director</b>			
Name:	Chris Cagle	Name:	Kim Fuentes
Telephone:	310-970-7700	Telephone:	424-271-4683
Email:	ccagle@sbwib.org	Email:	Kim@southbaycities.org
<b>Fiscal Contact</b>			
Name:	Tudorita "Dori" Giulea	Name:	David Leger
Telephone:	310-970-7700	Telephone:	424-271-4682
Email:	tgiulea@sbwib.org	Email:	DavidL@southbaycities.org
<b>Authorized Official</b>			
Name:	Jan Vogel	Name:	Chair Bernadette Suarez
Telephone:	310-970-7700	Telephone:	310-973-3219
Email:	jvogel@sbwib.org	Email:	bsuarez@lawndale.ca.gov
<b>Where Payments Should Be Sent:</b>			
Name:	South Bay Cities Council of Governments		
Address:	357 Van Ness Way #110, Torrance, CA 90501		

[REDACTED]

**AGREEMENT NO. 26-WXXX BETWEEN  
SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is made and entered into this 4<sup>TH</sup> day of FEBRUARY 2026, by and between the South Bay Workforce Investment Board, Inc., (SBWIB, Inc.), a California non-profit public benefit corporation, hereinafter referred to as the "SBWIB, Inc." and the South Bay Cities Council of Governments, hereinafter referred to as "Contractor", with its principal place of business located at 357 Van Ness Way, #110 Torrance, CA 90501.

**WHEREAS**, City of Inglewood, hereinafter referred to as "City", has delegated its rights, duties; and

**WHEREAS**, the SBWIB, Inc. has been charged by the City of Inglewood with the responsibility of administering and operating job training and employment programs which the City is obligated to provide; and

**WHEREAS**, the contractor has completed a risk assessment which SBWIB has approved; and

**WHEREAS**, in order to properly perform the functions for which it has been contracted and remain competitive, it is necessary for the SBWIB, Inc. to obtain Contractor services on an as needed basis; and

**WHEREAS**, Contractor represents itself as capable and qualified to provide the said services described herein;

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

#### 1. DUTIES OF CONTRACTOR

Contractor shall provide services to the best of its professional ability in connection with the deliverables of the Expanding Flexible Apprenticeship in California (EFAC) project funded by the US Department of Labor (DOL) ABA grant as outlined in Exhibit A, DOL ABA Grant EFAC Project Deliverables. This agreement is subject to all terms and conditions of the SBWIB, Inc. and its master DOL ABA Agreement. A copy of the master agreement with DOL is available upon request.

#### 2. DUTIES OF SBWIB, INC.

The SBWIB, Inc. shall provide Contractor with such information as is possessed by the SBWIB, Inc. and is normally supplied to a Contractor performing such services.

#### 3. COMPENSATION

Contractor agrees it shall be entitled to compensation hereunder only upon completion of services described in Exhibit B, Statement of Work and such compensation shall be payable in accordance with the SBWIB, Inc. guidelines.

Contractor shall be compensated for expenses outlined in the budget, Exhibit E in accordance with the fee schedule in Exhibit D. Contractor shall submit monthly invoices for work completed in the prior month. The total amount of this agreement shall not exceed **\$50,000.00**. Final payment will be withheld pending completion of project and approval of work product by the SBWIB, Inc. Contractor shall not be reimbursed for any out-of-pocket expenses unless pre-approved in writing by the SBWIB, Inc. Chief Executive Officer.

This Agreement is funded solely under the U.S. DOL ABA grant. In the event the ABA grant is canceled or ABA grant funds to the SBWIB, Inc. are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-ABA grant funds.

Contractor shall be responsible for billing the SBWIB, Inc. for services provided. The SBWIB, Inc. shall process the billing as received and issue payment as soon as reasonably practicable and in the ordinary course of the SBWIB, Inc. business.

#### 4. TERM OF AGREEMENT

The term of the Agreement shall be from **February 4, 2026** to **June 19, 2026**, notwithstanding the date of approval of this Agreement by the Chief Executive Officer of the SBWIB, Inc. or unless (1) the parties choose to terminate this Agreement for any reason upon (30) days written notice to the other party or (2) the terms and conditions are amended by mutual written agreement of the parties.

#### 5. SUPPORTING RECORDS

Records shall be maintained on a current basis to support billing under this Agreement. Federal, State, and the SBWIB, Inc. auditors shall have access to Contractor's records for purposes of an audit. Contractor shall retain all financial records related to billings and services for a period of three (3) years after completion and payment of this Agreement.

#### 6. INSURANCE REQUIREMENTS

Contractor shall provide and maintain during the term of Agreement insurance as follows:

- A. General Liability (Organizations/Firms) with a combined single limit for bodily injury and property damage of not less than \$1,000,000 (one million) per occurrence to protect the SBWIB, Inc. against claims for bodily injury or death and damage, loss of theft of equipment and property of other.

- B. Worker's Compensation and Employees Liability (if applicable) in accordance with California State Compensation laws.
- C. Automobile Liability (If applicable): If a Contractor, in conducting activities under this agreement, uses motor vehicles, Contractor shall provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000.00 combined single limit liability, or other equivalent coverage approved by the SBWIB, Inc. Attorney. If Contractor does not use motor vehicle in conducting activities, a waiver may be granted by the Legal Counsel of the SBWIB, Inc.
- D. Endorsements must read **"The South Bay Workforce Investment Board, Inc., its Employees, Officers and Agents; the City of Inglewood, its Employees, Officers and Agents, are included as additional insured."** Each is to be named as additional insured under the Contractor's General Liability and Automobile Liability policies, as applicable.
- E. The SBWIB, Inc. must also be shown as a certificate holder on the Contractor's General Liability and Automobile Liability policies using the following address: **South Bay Workforce Investment Board, Inc. 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA 90250.**
- F. Said insurance will be required to be maintained in full force and effect during the term of the agreement as evidenced by a Certificate of Insurance to be approved by and filed with the SBWIB, Inc. upon execution of this Agreement.

## 7. HOLD HARMLESS

The SBWIB, Inc. and Contractor agree to defend, indemnify and hold harmless each other against any and all liability, expenses and claims arising from their respective acts or omissions, including attorney's fees and costs, in connection with the services to be rendered under this agreement. The SBWIB, Inc. shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. Contractor

shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the SBWIB, Inc. and Contractor that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

The SBWIB, Inc. and Contractor 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 the other party attributable to the services required to be performed or caused by the disbursement and use of DOL ABA grant funds under this Agreement.

#### 8. FINDINGS CONFIDENTIAL

All of the reports, findings, and conclusions prepared or assembled by Contractor under this Agreement are confidential and Contractor agrees that these shall not be made available to any individual or organization without prior written approval by the SBWIB, Inc., except as otherwise permitted by law. Contractor hereby relinquishes any proprietary interest, which it may have in any results obtained as consequence of this Agreement and further agrees that all reports and findings shall become the property of the SBWIB, Inc.

#### 9. TERMINATION

This agreement may be canceled by either party with or without cause upon thirty (30) calendar-day advance notice in writing prior to the effective date of such termination, which shall be specified in the notice. In the event of termination by the SBWIB, Inc., Contractor shall deliver to the SBWIB, Inc. all documents, files, and records or copies belonging to the SBWIB, Inc. as soon as practicable after receiving notice of termination.

#### 10. NO AGENCY RELATIONSHIP

No agency relationship between the SBWIB, Inc. and Contractor is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of the SBWIB, Inc., it being expressly understood that Contractor is and at all times shall remain wholly an independent Contractor.

## 11. NOTICE

Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the United States mail addresses to the respective parties as follows:

SBWIB, Inc.  
Jan Vogel, Chief Executive Officer  
South Bay Workforce Investment Board, Inc.  
11539 Hawthorne Blvd., 5<sup>th</sup> Floor  
Hawthorne, CA 90250  
[jvogel@sbwib.org](mailto:jvogel@sbwib.org)

South Bay Cities Council of Governments  
Jacki Bacharach, Executive Director  
South Bay Cities Council of Governments  
357 Van Ness Way #11  
Torrance, CA 90501  
-jacki@southbaycities.org

## 12. NON-ASSIGNABILITY

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation without prior written approval of the SBWIB, Inc.

## 13. EQUAL OPPORTUNITY AND NONDISCRIMINATION

Work performed under this agreement must comply with the Equal Opportunity Act of 1972, which prohibits discrimination against any individual in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including LEP), age, disability, marital or familial status, political affiliation or belief.

Additionally, any portion of funds received under the Workforce Innovation and Opportunity Act (WIOA) must also comply with WIOA Section 188 that protects any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the WIOA from discrimination based on either the beneficiary's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. ((WIOA) Public Law 113-128 Section 188 (29 U.S.C. Sec. 3248); 29 CFR 38; CA EDD Equal Opportunity Public Notice).

Contractor agrees to comply fully with the nondiscrimination and equal opportunity provision of the WIOA and all other federal, state and local anti-discrimination and equal opportunity laws.

#### 14. CHANGES, AMENDMENTS AND MODIFICATIONS

No changes, amendments, or modifications to this Agreement shall be effective unless in writing and signed by the parties hereto.

#### 15. FORCE MAJEURE

If the performance of this Agreement or of any obligation hereunder is materially prevented, restricted, or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war; terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto, or any other act or conditions beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such material prevention, restriction, or interference; provided that the party so affected shall use its best efforts under the circumstances to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

## 16. ARBITRATION OF DISPUTES

The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement. Time is of the essence in the resolution of disputes. In the event that a dispute cannot be so settled the parties agree to submit such dispute to binding arbitration at Los Angeles, California in accordance with then prevailing rules of American Arbitration Association (or any successor thereto). If the American Arbitration Association is not then in existence and there is no successor, or if any reason the American Arbitration Association fails to or refuses to act, the arbitration shall be in conformity with and subject to the provisions of applicable California statutes (if any) relating to arbitration at the time of notice. The arbitrators shall be bound by this Agreement and all related agreements. Pleadings in any action pending on the same matter shall, if arbitration is required as aforesaid, be deemed amended to limit the issues to those contemplated by the rules prescribed above. The non-prevailing party shall pay the costs of arbitration, including arbitrator's fees, as awarded by the arbitrator(s). The number and selection of arbitrator(s) shall be in accordance with the rules prescribed above, except that each arbitrator selected shall be neutral and familiar with the principal subject matter of the issues to be arbitrated, such as, by way of example, federal and state grant administration, or the subject matter as may be at issue. The testimony of witnesses shall be given under oath, and depositions and other discovery may be ordered by the arbitrator(s). The decision of the arbitrator(s) shall be conclusive, final, and binding on the parties for all purposes. The award rendered in any arbitration may be entered and enforced as a judgment under California law at the request of either party to the arbitration.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY

INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE APPLICABLE STATE STATUTE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THIS AGREEMENT TO THE ARBITRATION OF DISPUTES PROVISION CONTAINED HEREIN.

***(Contractor Initials)***

## 17. CERTIFICATIONS

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or 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 connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification; 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. Drug Free Workplace Compliance: By signing this Agreement the Contractor 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 (29 CFR Part 98, commencing with 98.600).

C. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulation 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 to any persons 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

D. Certifications Regarding Child Support Compliance Program: Contractor, 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. Contractor assures that to the best of its knowledge, it is fully complying with the earnings assignment order of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor 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.

Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement, or cancellation of the purchase order, or all that may apply. In addition, the Contractor may be ineligible for award of future agreements or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

#### 19. COPYRIGHT/PATENT RIGHTS IN DATA

Contractor agrees to grant the SBWIB, Inc., Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The SBWIB, Inc. and Federal and State governments reserve the right to authorize others to use or reproduce such materials. Further, the SBWIB, Inc. and Federal and State governments

shall have access to any report, preliminary findings or data assembled by Contractor under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement or as provided in 29 CFR 97.34 AND 97.36(i) (8), (9).

## 20. REPORTING REQUIREMENTS

A. General Reporting: At such times and in such formats as the SBWIB, Inc. may require, there shall be submitted to the SBWIB, Inc. as such records, reports (monthly/quarterly), data and information pertaining to matters covered by this agreement. Contractor must comply with the Data Sharing Agreement outlined in Exhibit C.

## 21. ENTIRE AGREEMENT

This Agreement and the documents attached hereto and referred to herein contain all the terms and conditions applicable to the parties and supersedes all oral negotiations and prior writing, with respect to the subject matter hereof. In the event of any such conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument; the terms, conditions and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the SBWIB, Inc. and Contractor have executed this Agreement as of the date and year first above written.

BY: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOUTH BAY WORKFORCE INVESTMENT BOARD INC.

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Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

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Jack Ballas, Attorney-at-Law

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL CONSULTING SERVICES QUOTE**

**Enclosed:**

- Part I: Cover Letter
- Part II: Narrative
- Part III: Resumes
- Part IV: References
- Part V: Fee Schedule

**See the SBWIB procurement file for the following:**

- Part VI: Samples of Work

## OVERVIEW OF DOL ABA GRANT AGREEMENT EFAC PROJECT DELIVERABLES

PERFORMANCE MEASURES FOR THE SBWIB EFAC PROJECT		
	Program Outputs	Targets (Cumulative 4-Year Total)
1	Total number of RAPs created as a result of ABA grant funding (new occupations)	25
2	Total number of RAPs expanded as a result of ABA grant funding (additional employers to current RAPs)	25
3	Total number of pre-apprenticeships developed as a result of ABA grant funding	20
4	Total number of pre-apprenticeships expanded as a result of ABA grant funding	15
5	Total number of stakeholders engaged as a result of ABA grant funding	50
6	Total number of employers receiving incentive funding, including total amount of funds to be awarded in incentive funding, as a result of ABA grant funding	30 employers; total funding: \$582,000
7	Total number of technical assistance resources created as a result of ABA grant funding	15
8	Total number of new sponsors as a result of ABA grant funding	12
9	Total number of individuals enrolled in an RAP that was developed using ABA grant funds	800
10	Total number of individuals enrolled in a pre-apprenticeship that was developed using ABA grant funds	200

This grant provides funding for non-traditional Registered Apprenticeship in the following approved EFAC industry sectors:

1. Advanced Manufacturing
2. Healthcare
3. Information Technology/Cybersecurity
4. Arts, Media and Entertainment
5. Clean Energy

**STATEMENT OF WORK**  
**Expanding Flexible Apprenticeship in California (EFAC)**

**SCOPE OF WORK**

Contractor has been selected to provide business engagement and outreach services for the Expanding Flexible Apprenticeship in California (EFAC) project. This project will expand non-traditional registered apprenticeship(s) in California in order to increase access to career pathways in registered apprenticeship for underserved populations including, Black, Latinx, women, justice involved, individuals with disabilities, veterans, communities of color, unemployed individuals impacted by COVID-19 and dislocated workers.

The Contractor has accepted the assignment of work with the SBWIB, Inc. for business workforce services to support the South Bay and the state of California.

Approved services and deliverables include:

- Consult with the SBWIB staff on the EFAC project framework, goals and timeline;
- Perform business engagement and outreach related to expanding apprenticeship and pre apprenticeship programs, for both youth and adults, including school districts and other education providers and other type of entities who may have an interest in apprenticeship, i.e. state and federal Prisons. This outreach can also include areas outside the SBWIB service area and extend throughout California;
- Establish a connection with at least 15 employers interested in using apprenticeships for hiring, including city governments related to IT;
- Produce success stories about employers and participants from the EFAC project;
- Attend project meetings as needed;
- Perform other duties as requested by the SBWIB, Inc. Chief Executive Officer or his designee upon mutual agreement.

**Coordination of activities and submission of the above work shall be communicated to:**

Chris Cagle  
Regional Affairs Manager  
South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
310-970-7700 main office  
310-213-5182  
ccagle@sbwib.org

**DATA SHARING AGREEMENT**

The parties hereto agree as follows:

**1. Data Provider**

- A. **Purpose of Data Sharing.** The parties are entering into this Agreement to share participant data as it relates to the SBWIB grants for the purpose of confirming eligibility, performing grant enrollment and grant reporting on the Contractor's behalf.
- B. **Description of Data.** "Data" includes all elements required by the SBWIB grant or grants outlined in the Agreement between the parties. This data may include certain personally identifiable information (PII) of Contractor employees. The SBWIB, Inc. will only request the minimum required data elements/documentation.

**2. Data Recipient**

- A. **Limited Use.** Parties will use or disclose the Data only in furtherance of the Program or as required by Law.
- B. **Standard of Care.** Parties shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.
- C. **Safeguards Around Data.** Parties shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including:
  - i. Maintaining adequate physical controls and password protections for any server or system on which the Data is stored,
  - ii. Ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
  - iii. Taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.
- D. **Agents and Contractors.** Parties shall ensure that any agents, including Contractor, to whom it provides the Data agree to the same restrictions and conditions listed in this Agreement.
- E. **Permitted Disclosure.** Parties may disclose the Data to grant program officers, directors, employees or affiliates who:
  - i. Need-to-know the Data in furtherance of the project,
  - ii. Have been informed of the obligations of this agreement, and
  - iii. Agree to abide and be bound by the provisions of this agreement.

**FEE SCHEDULE**

Contractor fees for services will be negotiated in advance prior to any commitment of work using the Contractor's fee schedule and consideration of grant funding/budget limitations. The Contractor will provide services on a fixed-fee basis, on an hourly fee or flat amount per month. The Contractor's proposed hourly rate is **\$114** an hour. The Contractor working as part of a project team with the SBWIB will not exceed **\$114** per hour.

The maximum fee schedule for work described under the Statement of Work will be set at **\$114** per hour for unduplicated work performance and is subject to the total hours of actual work performed by project not to exceed \$750 per day, unless otherwise approved and amended. The total approved allocation for work performed under this agreement is up to \$50,000.00, unless amended in writing.

Allocation and work plan is based on the **Expanding Apprenticeship in California (EFAC) project - \$50,000.00.**

**Tracking of hours and Invoicing:**

The Contractor is responsible for the tracking of all unduplicated work hours performed under this agreement. The Contractor will submit a formal invoice to the SBWIB, Inc. detailing the hours worked along with a concise description of services rendered. The agreement number is to be referenced on all invoices. In addition to a timely submission, it is essential to maintain backups of the work performed alongside the invoices. Invoices may be submitted on a monthly basis and will be processed for payment within 30 days upon approval.

**Payments will be remitted to:**

South Bay Cities Council of Governments  
357 Van Ness Way, #110  
Torrance, CA 90501

**BUDGET**  
**Expanding Flexible Apprenticeship in California (EFAC)**

<b>Personnel Costs</b>	<b>Estimated Number of Hours on the Project</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Personnel costs for building, creating, or expanding registered apprenticeship or pre apprenticeship; business engagement; resource development; enrolling apprentices and pre apprentices; and other activities as needed to accomplish the scope of work.	<b>430</b>	<b>\$114</b>	
<b>Total Staff Cost</b>			<b>\$49,020</b>
<b>Other Expenses (Itemize):</b>			<b>Amount</b>
<b>Travel/Mileage Meetings</b>			
<b>Total Other Expenses</b>			<b>\$980.00</b>
<b>TOTAL BUDGET</b>			<b>\$50,000.00</b>