

**SUBAWARD AGREEMENT**  
 Between  
**SOUTH SEATTLE COLLEGE**  
 And  
**EDMONDS COMMUNITY COLLEGE**

Resulting from a grant awarded under the American Apprenticeship Initiative Grant, as implemented by the U.S. Department of Labor's Employment and Training Administration.

<b>FEDERAL AWARD INFORMATION</b>		
Subrecipient Name	<b>EDMONDS COMMUNITY COLLEGE</b>	
<small>Must match registered name in DUNS</small>		
Subrecipient DUNS Number	Federal Award ID <FAIN>	CFDA Number
023571974	AP-27837-15-60-A-53	17.268-H-1B
Federal Award Date	Period of Performance Start Date	Period of Performance End Date
10/1/2015	10/01/2015	09/30/2020
Funds obligated by this action	Total amount of funds obligated to Subrecipient	Total amount of Federal Award
<b>\$139,929</b>	<b>\$139,929</b>	\$4,810,008.00

Grant Award Notification of funds awarded from US Department of Labor Employment and Training Administration (DOL/ETA) and between South Seattle College (SSC) as Primary Recipient and **EDMONDS COMMUNITY COLLEGE** as Subrecipient is incorporated herein. All applicable sections of the grant apply to this subaward and are binding upon Subrecipient.

**I. SCOPE OF SUBAWARD**

**A. Primary recipient:** South Seattle College

**B. Subrecipient:** Edmonds Community College, Lynnwood, WA 98036-5999,  
 EIN 91-0825212

**C. Subaward amount:** Subrecipient is awarded a cost reimbursable subaward of **\$139,929** in federal funds for the period 10/01/2015 through 09/30/2020. These funds will be utilized by Subrecipient in accordance with all applicable sections of the grant application between SSC, as Primary Recipient, and the U.S. Department of Labor Employment and Training Administration, herein referred to as "DOL/ETA", written in response to the awarding agency's request for proposals for above referenced CFDA Number. This sum is subject to reduction by the Primary Recipient should the Primary Recipient experience a reduction in funding from the DOL/ETA. However, any reduction will be discussed and agreed upon by the SSC director of the U.S. Department of Labor Employment and Training Administration Grant and Darren Linker, Director, Occupational Safety and Health Program, Edmonds Community College.

**II. SCOPE OF WORK**

Edmonds Community College (ECC) will develop and register a new apprenticeship with the State Apprenticeship Council for Occupational Safety and Health Technician. ECC will identify a lead industry organization to register the apprenticeship and provide a faculty coordinator from their Occupational Safety and Health program to work with the lead industry organization to design and develop the Occupational Safety and Health Technician Apprenticeship program, including the curriculum for Related Supplemental Instruction.

**III. Deliverables**

Task or Benchmark	Start Date	Completion Date
Identify lead industry organization for registering the OS&H Technician Apprenticeship with the State Apprenticeship Council	1/1/2016	3/31/2016
Develop Draft Occupational Safety & Health Apprenticeship standards application, including work processes, on the job training competencies, identification of skills and knowledge, identification of mentors, wage progression as well as Related Supplemental Instruction (RSI) plan with lead industry organization and faculty coordinator for review by Karla Tuttle, regional L&I Apprenticeship Coordinator.	4/1/2016	9/1/2016
Submit final reviewed draft of program standards and RSI to be submitted to Karla Tuttle, regional L&I Apprenticeship Consultant.	9/1/2016	10/18/2016
Present final apprenticeship standards and RSI for approval to Washington State Apprenticeship Council. Complete any apprenticeship council recommended revisions.	10/19/2015	11/30/2016
Following approval by apprenticeship council prepare materials to submit apprenticeship to WA-State Board for Community & Technical Colleges for review and add to EdCC inventory and to NWCCU for approval.	11/1/2016	3/1/2017
Develop marketing materials/revise website to describe OSH apprenticeship program. Meet with employers to market apprenticeship program. Attend workforce development events to recruit students, and enroll first students into OSH apprenticeship.	12/1/2016	6/30/2017
Recruit and enroll first apprentices following approval by WA SBCTC. Enroll 36 apprentices total by end of grant cycle.	6/30/2017	9/30/2020

Subrecipient and SSC's success in delivering this project will depend upon the successful completion and/or achievement of the performance indicators specified in the grant application.

**IV. Responsibilities of SSC:**

- 1) Review, approve, and reimburse Subrecipient for expenditures incurred for performing the services and activities identified in this Agreement;
- 2) Perform financial and programmatic monitoring of the Subrecipient for compliance with terms of the Agreement;
- 3) Specify reports and other deliverables required from Subrecipient;
- 4) Serve as the point of contact with the DOL assigned Federal Program Officer for all communication for the grant.

**V. Responsibilities of Subrecipient:**

- 1) Furnish necessary personnel, equipment, material, and/or services and otherwise do all things necessary to perform the work as described in the Scope of Work and Deliverables. Any portion of payment under this Agreement not used for these purposes must revert to SSC and thereafter to the appropriate funding source;
- 2) Attend scheduled committee meetings with SSC as requested;
- 3) Make available all records, including general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of SSC, the Washington State Auditor's Office, or DOL. The Subrecipient agrees that SSC or its agents may have the right to audit the records of Subrecipient pertaining to this Agreement both during performance and after completion;
- 4) Submit to the SSC any other plans, reports, documents or other projects that the Primary Recipient may require in furtherance of the project covered by this Agreement;
- 5) Report all expenditures on an accrual basis of accounting quarterly. In order to claim reimbursement or receive quarterly payment, the Subrecipient will submit to the SSC, in such forms and by such dates as specified by SSC, a financial status report for each activity which details expenditures;
- 6) Submit to SSC with the report of expenditures, in such form as specified by the SSC, an accounting of all program income;
- 7) Receive approval from SSC prior to implementation of any activity changes by the Subrecipient. Budget revisions must also approve advance approval from the SSC. As directed in 2 CFR 200.308(e), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget;
- 8) Ensure that no funds from this Agreement will be used to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive;
- 9) The Subrecipient must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

**VI. COMPENSATION/EXPENSE REIMBURSEMENT**

- A. For the services performed hereunder, the Subrecipient shall be paid based on mutually agreed reimbursable expenditures contained in Exhibit A – Subrecipient Budget. The total reimbursement from the Primary Recipient to the Subrecipient for provision of services shall not exceed \$139,929. Reimbursement of expenditures will not occur under this agreement for expenditures that occurred prior to October 1, 2015 or after September 30, 2020.
- B. Quarterly payments shall be made, after an invoice is received, based on actual and accrued expenditures incurred in accordance with Exhibit A – Subrecipient Budget.

Quarterly payments shall be made within 30 days of an invoice and backup financial documentation. The invoice and the backup financial documentation must report expenses by activity in major budget category. Reimbursement requests are due by the twentieth (20th) calendar day of the month following the quarter for which the reimbursement is requested. All requests for reimbursement shall be sent to the Primary Recipient and accompanied with the Subrecipient Invoice Template provided by SSC, signed by the individual with the authority to legally bind the Subrecipient's organization.

C. Backup financial documentation includes:

- 1) Payroll, fringe benefit and general ledger detail of all expenditures from financial system;
- 2) Time and Effort reports for both hourly and salary that identifies Administrative and Program Costs;
- 3) Accruals (contract obligations, purchases ordered, received, not yet paid for, etc.);
- 4) Invoices from third party vendors with supporting Itemized Purchase Requisitions and/or Purchase Orders with specific notation for reason of purchase and approvals;
- 5) Itemized receipts for allowable costs as identified in budget and credit card statements;
- 6) Travel form with specific notation for reason of purchase and supporting documentation and approvals (recommend submitting all travel expenses based on actual cost with itemized receipts as supporting documentation. However, if Subrecipients are submitting expenses per diem, a copy of their institution's travel policy is required;
- 7) Meeting Expense documentation (agenda with date & duration, attendance) and approvals.

SSC has the authority to withhold payment if the Subrecipient fails to make significant progress toward achieving the outcomes as defined in this Agreement or if the quality of services provided fails to meet DOL standards and expectations for any reason, or if the Subrecipient fails to submit the required reports.

## VII. CLOSEOUT

- A. To allow sufficient time for SSC to close out the Federal award, subrecipient is required do the following no later than 90 calendar days after the end date of the period of performance:
- 1) Submit any remaining periodic and final financial, narrative, performance, and other required reports;
  - 2) Liquidate all obligations incurred under the Federal award;
  - 3) A final statement of cumulative costs incurred, including any cost sharing, marked "FINAL", must be submitted to SSC's program director no later than thirty (30) days after subaward period of performance expiration date. The final statement of costs shall constitute Subrecipient's final financial report;
  - 4) Provide SSC with an accounting of any real or personal property acquired with awarded funds of this agreement in accordance with §§200.310 insurance coverage through 200.315 Property trust relationship and 200.329 Reporting on real property.
- B. Subrecipient must make prompt refund to SSC of any balances paid for disallowed costs, rebates or refunds that reduce a reimbursed expense, or any corrections found after closeout.

## VII. RECORDS/ AUDITS

### A. Records

In accordance with DOL/ETA General Conditions, in order to be in compliance with federal requirements, Subrecipient must maintain records regarding Use of Grant Funds, Progress toward Grant Objectives/Performance, Placement and Use of Equipment Purchased with Grant Funds, and all required written procedures according to 2 CFR 200. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and ~~protections to assure that records and documents provided by the other party are not~~ erroneously disclosed to third parties.

#### Records Regarding Use of Grant Funds

- 1) Subrecipient will maintain adequate financial records in accordance with generally accepted accounting practices and Washington Administrative Codes;
- 2) Backup financial documentation, submitted with or as part of each invoice, must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs;
- 3) Time and *effort* records must be available upon request for every exempt, classified, and hourly staff member compensated (or leveraged) by the grant. Records should reflect all sources of compensation with grant *effort* recorded separately to reflect the percentage of effort applied to the grant and other activities.

#### Records Regarding Progress toward Grant Objects/Performance

- 1) Subrecipient will submit a **Quarterly Narrative Report** provided by SSC that addresses expansion and outreach activities, service and training, underrepresented populations, status update on leveraged resources, status update on strategic partnership and employer engagement activities, status of deliverables, key issues, best practices and success stories;
- 2) Subrecipient will submit **Quarterly Performance Data** identifying program and participant metrics as identified in the individual record file provided by SSC.
- 3) Grant reporting follows the federal fiscal year, October 1 through September 30. Dates are as follows: October 1 – December 31, January 1 – March 30, April 1 – June 30, July 1 – September 30.
- 4) Quarterly Narrative Report and Quarterly Performance Data are due 15 days after the end of each quarter.

#### Records Regarding Placement and Use of Equipment Purchased with Grant Funds

- 1) Subrecipient will maintain an Equipment Inventory List that documents the purchase, placement, and ongoing location of any equipment purchased with DOL/ETA funds. Each piece of equipment purchased with DOL/ETA funds will be labeled so it is clear that

said funds paid for the equipment.

## **B. Audit**

- 1) Subrecipient shall preserve and make available all records related to this agreement for examination by SSC, the federal government, and/or their duly authorized representative:
  - a. Subrecipient shall retain these records for three years after the completion of the above-mentioned activities and performance indicators;
  - b. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later;
  - c. The retention period starts on the day the grantee submits its last expenditure report for that period.
  - d. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded by Subrecipient if the Agreement has expired.
- 2) Subrecipient Monitoring: If Subrecipient receives federal assistance in excess of \$750,000 during a fiscal year, it shall arrange for an annual, independent examination, in compliance with the requirements of the office of the Washington State Auditor, in order to ascertain the effectiveness of Subrecipient's financial management systems and internal procedures established to meet the terms of the subcontract agreement.
- 3) Subrecipient is subject to the Uniform Administration Requirements of OMB Circular 2 CFR 200 and/or other federal guidelines, and as such, shall provide SSC with a copy of its audited financial report and statement of findings noted in the examination within thirty (30) days of issuance.
- 4) Subrecipient will permit a SSC representative and/or auditors (as defined in 2 CFR 200) to have access to the records and financial statements as necessary to comply with the appropriate regulations and this Agreement.

## **VIII. ASSURANCES**

### **A. Certification**

Acceptance of this subaward agreement constitutes certification that Subrecipient is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- 1) Acceptance of the subaward agreement constitutes certification that Subrecipient is not delinquent on any Federal debt.
- 2) Acceptance of this subaward agreement constitutes certification that Subrecipient is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

- 3) Acceptance of this subaward agreement constitutes certification that to the best of Subrecipient's knowledge and belief:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ~~b. funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.~~
  - c. Subrecipient agrees to notify SSC immediately if there is any change of status in 1, 2, 3, or 4 above.

#### **IX. PRIOR APPROVAL**

The following shall constitute deviations from the original intent of the Partnership for Advanced Technology Apprenticeships in Manufacturing and Marine Engineering (PATAM<sup>2</sup>) Program and/or from the application submitted by SSC and Subrecipient in response to the DOL/ETA's request for proposals and will require prior written approval from the DOL/ETA and the PATAM<sup>2</sup> Director:

- 1) Changes in project scope or objectives;
- 2) Costs not specified on the approved budget as per Attachment A and for which the OMB Circular 2 CFR 200 requires prior written approval;
- 3) Change in Key Persons, including Activity Director, or disengagement of key person(s) from the project for more than three months or a 25 percent reduction in time;
- 4) Subawarding or contracting out work that was not described in the application (except if it involves solely the purchase of supplies or general support services); and
- 5) Incurring costs more than 90 days before the budget period begins;
- 6) No-cost extensions require the approval of SSC. Any requests for a no-cost extension should be addressed to and received by the SSC Grant Director not less than thirty (30) days prior to the desired effective date of the requested change.

#### **X. DESIGNATION OF PERSONNEL**

- A. Holly Moore, the SSC director of the PATAM<sup>2</sup> Program is responsible for negotiating any changes in the terms, conditions, or amounts specified in the subaward agreement. All inquiries and reports regarding this agreement should be directed to:

DOL/ETA Program Director South  
Seattle College  
Georgetown Campus  
6737 Corson Ave.  
Seattle, WA 98108  
206-934-6867  
Holly.moore@seattlecolleges.edu

- B. Pat Copeland, Dean-Health & Human Services, has been designated by Subrecipient as the SSC PATAM<sup>2</sup> contact for this subaward agreement and will be responsible for coordinating financial and administrative matters as they relate to this subaward. All communication regarding this agreement should be directed to:

Edmonds Community College  
20000 – 68<sup>th</sup> Avenue West  
Lynwood, WA 98036-5999  
(425)640-1316  
pcopelan@edcc.edu

- C. If Subrecipient hires additional staff/faculty during the course of this agreement period they will inform the SSC PANTAM<sup>2</sup> Director of all personnel changes.

#### **XI. SUSPENSION AND TERMINATION OF FUNDS**

Pursuant to a mutual understanding that the terms of this Subaward Agreement do not encumber the implementation of Award Number AP-27837-15-60-A-53, as granted by the DOL/ETA for the explicit purposes of this cooperative project, either party may suspend or terminate this agreement upon thirty (30) days written notice, when at any time in either party's determination, the other party to this agreement violates or departs from the terms and conditions of this agreement; or if the program would not be achieved by continuance of the existing agreement; or if Subrecipient fails to submit the reports required under this agreement according to the established schedule.

Termination of this agreement, however, will not invalidate commitments or obligations properly incurred by Subrecipient prior to the date of termination, which cannot be canceled.

#### **XII. INDEMNIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees.

#### **XIII. ACKNOWLEDGEMENT OF FEDERAL SUPPORT**

Section 511 of the appropriations act of the Department of Health and Human Services for fiscal year 1990 (Public Law 101.166) requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State or local governments, shall clearly state:

- 1) The percentage of the total costs of the program or project which will be financed with Federal money;

2) The dollar amount of Federal funds for the project or program; and

3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**XIV. FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this agreement, Subrecipient's expense budget includes all applicable Federal, State, and local taxes and duties.

**XV. FEDERAL GRANT COMPLIANCE**

In performing its responsibilities under this contract agreement, the subrecipient hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**  
2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200

**XVI. INSURANCE**

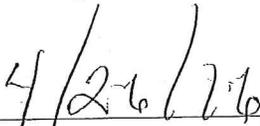
SSC as a Washington State Community College, including all its agencies and departments, is self-insured for all exposure to tort liability, general liability, property damage liability, and vehicle liability as provided for in the Risk Management Act, Revised Code of Washington Chapter 43.19.19362. The Tort Claims Act, RCW 4.92 et seq., provides the fundamental remedy for all liability claims against the State. Such claims must be filed with the Division of Risk Management for processing according to statute.

**XV. LAW**

This agreement and all included attachments, Standard and Special Terms and Conditions, and any exhibits mentioned shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall reside in Superior Court for King County. IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year last specified below.

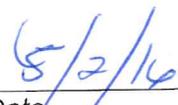
Edmonds Community College  
(Subrecipient)

  
\_\_\_\_\_  
Vice-President, Workforce Development

  
\_\_\_\_\_  
Date

South Seattle College  
(Lead Agency)

  
\_\_\_\_\_  
Holly Moore, Ed.D., Executive Dean  
*LISA GACER, Senior Buyer*

  
\_\_\_\_\_  
Date

**EXHIBIT B-STANDARD TERMS AND CONDITIONS**

## DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of SSC.
- B. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- C. "SUBCONTRACTOR" shall mean one not an employee of the Subrecipient who is performing all or part of those services under this contract under a separate contract with the Subrecipient. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- D. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- E. A "VENDOR" is an entity that agrees to provide the amount and kind of services requested by SSC; provides services under the contract only to those beneficiaries individually determined to be eligible by SSC; and provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

## AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADP" 28 CFR PART 35

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Subrecipient without prior written consent of SSC.

## CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subrecipient, Subrecipient agrees to notify SSC of the change. Subrecipient shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Independent contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## CONFLICT OF INTEREST

SSC may, in its sole discretion, by written notice to the Subrecipient, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of or performance under, this contract.

In the event this contract is terminated as provided above, SSC shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the contract by the Subrecipient.

The rights and remedies of SSC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within three (3) days.

Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member (for an additional member for disputes involving more than two parties).

The DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties.

## DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## ENERGY EFFICIENCY

Subrecipient will adhere to all mandatory standards and policies relating to energy efficiency which are contained in the Washington state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### LICENSING AND ACCREDITATION STANDARDS

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

#### LIMITATION OF AUTHORITY

Only the contracting officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the contracting officer.

#### NONDISCRIMINATION

During the performance of this contract, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Subrecipient's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and Subrecipient may be declared ineligible for further contracts with SSC. The Subrecipient shall however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Subrecipient and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of SSC or as provided by law.

Subrecipient agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Primary Recipient reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the Subrecipient through this contract. The monitoring, auditing or investigation may include but is not limited to "salting" by the Primary Recipient.

Subrecipient shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Primary Recipient for any damages related to the Subrecipient's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

#### RELATIONSHIP OF THE PARTIES

This agreement is not intended to and shall not create a relationship such as partnership, franchise, community of interest, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of Subrecipient nor bind the other party.

#### RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to SSC or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of SSC.

All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subrecipient's business or work hereunder.

#### RIGHTS IN DATA

Unless otherwise provided, data that originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by SSC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under the contract, but that does not originate there from, shall be transferred to SSC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the Subrecipient has a right to grant such a license.

The Subrecipient shall exert all reasonable effort to SSC, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement.

SSC shall receive prompt written notice of each notice or claim of copyright infringement received by the Subrecipient with respect to any data

delivered under this agreement SSC shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient

#### SAFEGUARDING OF INFORMATION

The Subrecipient shall not use or disclose any:

- Personal Information gained by reason of this contract, or
- Information that may be classified as confidential for any purpose not directly connected with the administration of this contract except (1) with prior written consent of SSC or (2) as may be required by law. The Subrecipient shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination.

#### SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

#### SUBCONTRACTING

Neither the Subrecipient nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Primary Recipient.

Any approved subcontracts shall be subject to all conditions of his Agreement. The Subrecipient shall be responsible for the performance of any subcontractor. SSC shall not be responsible for compensating unapproved subcontractors for work performed.

In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Primary Recipient for any breach in the performance of the Subrecipient's duties.

This clause does not include contracts of employment between the Subrecipient or personnel assigned to work under this contract

#### TERMINATION FOR CONVENIENCE

SSC may terminate this agreement by giving written notice to the Subrecipient at the address first noted herein of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

#### TERMINATION FOR CAUSE

If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner, its obligation under the agreement, or if the Subrecipient shall violate any of the covenants, agreements, assurances or stipulations of the agreement, SSC shall have the right to terminate this agreement by giving written notice to the Subrecipient at the address first noted herein, of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

#### TERMINATION PROCEDURE

Upon termination of this contract SSC, in addition to any other rights provided in this contract, may require the Subrecipient to deliver to SSC any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

SSC shall pay to the Subrecipient the agreed upon price, if separately stated, for completed work and services accepted by SSC and the amount agreed upon by the Subrecipient and the contracting officer for:

- Completed work and services for which no separate price is stated.
- Partially completed work and services.
- Other property or services that are accepted by SSC.
- The protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of SSC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement

SSC may withhold from any amounts due the Subrecipient for such completed work or services such sum as the contracting officer determines to be necessary to protect SSC against potential loss or liability.

The rights and remedies of SSC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the Subrecipient shall:

1. Stop work under the agreement on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated.
3. Assign to SSC, in the manner, at the times, and to the extent directed by the contracting officer, all of the rights, titles, and interest of the Subrecipient under the orders and subcontracts in which case SSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

4. Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause.
5. Transfer title to SSC and deliver, in the manner, at the times and to the extent as directed by the contracting officer, any property which, if the contract had been completed, would have been required to be furnished to SSC.
6. Complete performance of such part of the work not terminated by the contracting officer.
7. Take such action as may be necessary or as the contracting officer may direct, for the protection and preservation of the property related to this agreement that is in the possession of the Subrecipient and in which SSC has or may acquire an interest.

#### **VIOLATION/BREACH OF CONTRACT**

In the event of a violation or breach of the terms within this Contract and Exhibits A&B, SSC will terminate for cause following the termination procedures described under Termination for Cause.

#### **WAIVER OF DEFAULT**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waivers shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the contracting officer of SSC.

#### **INTELLECTUAL PROPERTY RIGHTS**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it"

#### **CREATIVE COMMONS LICENSE REQUIREMENT**

Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds. This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license). Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In addition, works created by the recipient without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

#### **VETERAN'S PRIORITY PROVISIONS**

38 U.S.C. 4215 requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2)

Exhibit A

Salaries

Edmonds Community College  
Total Budget: \$139,929

Faculty coordinator to work in coordination with JATC to design RSI for Occupational Safety & Health Technician Apprenticeship

Description	% Admin	% Program	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Faculty Coordinator @ 7 %		100%	\$ 1,846	\$ 3,691	\$ 3,691	\$ 3,691	\$ 1,845	\$ 14,764
Benefits @ 39.5%		100%	\$ 729	\$ 1,458	\$ 1,458	\$ 1,458	\$ 728	\$ 5,831
<b>Total</b>			\$ 2,575	\$ 5,149	\$ 5,149	\$ 5,149	\$ 2,573	\$ 20,595

Contractual

Lead industry organization to develop work processes, on the job training competencies, identify skills and knowledge, identify mentors, develop wage progression, etc. for the Occupational Safety & Health Apprenticeship and register with the State.

Description	% Admin	% Program	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Intuitive Safety Solutions		100%	\$ 31,000	\$ 31,000	\$ 31,000	\$ 8,590	\$ 8,590	\$ 110,180

Indirect Costs

Edmonds Community College will be claiming indirect of 7% on salaries for this grant

Description	% Admin	% Program	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Indirect Charges	91.20%	8.80%	\$2,350	\$2,530	\$2,530	\$962	\$782	\$ 9,154

Direct Expense \$130,775  
 Indirect \$ 9,154  
 Total \$139,929  
 Program \$ 131,581 94%  
 Administrative \$ 8,349 6%

Leveraged Resources

Edmonds Community College agreed to provide leveraged resources for 21 student FTEs for RSI supported by the State at \$3,893 for years 3, 4 and 5

Description	% Admin	% Program	Year 1	Year 2	Year 3	Year 4	Year 5	Total
28 credits x 35 students over 5 years = 21 FTE annualized		100%						\$ 81,753