

**2021 CALIFORNIANSFORALL
YOUTH WORKFORCE DEVELOPMENT
PROGRAM SUBRECIPIENT AGREEMENT FOR FY 2022/2023
C3 Initiative Youth Coding Project**

This CaliforniansForAll Youth Workforce Development Program Subrecipient Agreement (“Agreement”) is executed on this ___ day of _____, 2022, by and between the CITY OF RIVERSIDE, California charter city and municipal corporation (“City”), and C3 INITIATIVE, INC, a California not for profit corporation (“Subrecipient”). The City and Subrecipient may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Pursuant to Item 0650-163-8506 (California Volunteers - Coronavirus State and Local Fiscal Recovery Funds) of the 2021 Budget Act., the legislature for the State of California (“State”) appropriated Ninety-Eight Million Nine Hundred Twenty Nine Thousand Dollars (\$98,929,000) to the California Volunteers Program (“Program”), to increase youth employment, develop youth interest in and experience towards a career, and to strengthen city capacity to address key areas of climate, food insecurity, and local COVID-19 recovery.

B. In December of 2021, the City, as Lead Applicant, applied to California Volunteers (“Grantor”) for a grant, as part of Grantor’s 2021 CaliforniansForAll Youth Workforce Development Program, to increase youth employment, develop career pathways and youth interest in and experience towards a career in public service, and strengthen City capacity to address key areas of education, climate, and food insecurity.

C. In January 2021, Grantor awarded Four Million Four Hundred and One Thousand Five Hundred Ninety-Seven Dollars (\$4,401,597) (“Master Grant”) to the City.

D. The City is in the process of finalizing the State of California Department of General Services Standard Agreement with the Grantor (“Standard Agreement”), which is required for the release of Master Grant funds.

E. The City will be responsible for administering the Master Grant, disbursing subgrants to Partners and reporting project activities to Grantor in compliance with all applicable regulations, and guidelines.

F. After receiving the Master Grant, the City will provide a subgrant in an amount not to exceed Six Hundred Thousand and Seventy Two Dollars (\$600,072.00) (“Subgrant”) to C3 Initiative, Inc., to be used for a program known as the C3 Initiative Youth Coding Project (“Project”).

G. The City and Subrecipient now wish to enter into this Agreement to facilitate the distribution of the Subgrant, to define Subrecipient's role and responsibilities with respect to the Subgrant-funded activities, and to expressly bind Subrecipient to applicable provisions of the Standard Agreement, which is necessary to ensure the ability of the City to comply with its obligations to Grantor.

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings as set forth in the Standard Agreement.

3. Incorporation of Documents. The Standard Agreement, and all the attachments to the Standard Agreement are incorporated by reference into this Agreement as though set forth in full in this Agreement ("Incorporated Documents").

4. Order of Precedence. The performance of this Agreement must be conducted in accordance with the following order of precedence, except as otherwise expressly provided in this Agreement or the Standard Agreement: first, the enabling legislation for the California Volunteers Program; then the Standard Agreement; then this Agreement; then the California Volunteers Program Guidelines.

5. Term. The term of this Agreement shall be effective on the date first written above and shall remain in effect for the duration of the Standard Agreement (to wit, until May 1, 2024), including any amendments thereto ("Term"), unless terminated earlier as provided herein.

6. Subgrant. The City shall pay Subrecipient a grant amount not to exceed Six Hundred Thousand and Seventy Two Dollars (\$600,072.00) to implement a youth employment Project that will recruit, train, and place high need youth at jobs in a new or existing youth workforce development program., as set forth in Exhibit "C", attached hereto and incorporated herein, in accordance with the Budget, attached hereto and incorporated herein as Exhibit "D".

7. Time of the Essence. With regards to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

8. Notices. Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

<u>City:</u>	<u>Subrecipient:</u>
City of Riverside Office of the City Manager 3900 Street, 7 th Floor Riverside, CA 92522	C3 Initiative, Inc. ATTN: Executive Director 3250 Market Street, Suite 305 Riverside, CA 92501

9. Availability of Funds. The City's allocation of funding to Subrecipient pursuant to this Agreement is contingent upon the availability of Master Grant funds to the City. Sufficient funds for the Implementation Grant Agreement have been made available by available through Item 0650-163-8506 (California Volunteers - Coronavirus State and Local Fiscal Recovery Funds) of the 2021 Budget Act. As such, this Agreement is subject to any restriction, limitation, or condition enacted by the State, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event of funding reduction, Subrecipient's Budget may be reduced as a whole or as to cost category, and Subrecipient's authority to commit and spend funds may be limited, and Subrecipient's use of both its uncommitted and unspent funds may be restricted. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 13. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 14 of this Agreement.

10. Independent Party/Not an Agent of the City or State. In the performance of this Agreement, Subrecipient and Subrecipient's employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the City or the State. Subrecipient acknowledges and agrees that neither the City nor the State has any obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it operates the Project. Subrecipient shall be responsible to the City and the State only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control or the State's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by Subrecipient.

11. Indemnification. Subrecipient and the City agree to indemnify, defend (with counsel approved by the State), and hold harmless the State, each other, and the State and each other's employees, officers, or agents, from and against any and all claims, injury, damages, liability, loss, or attorney's fees arising out of or in connection with the subject matter or terms of performance of this Agreement or the Standard Agreement, and from any suit, proceeding, or

challenge against the State, each other, or the State or each other's employees, officers, or agents, by a third party alleging that, by virtue of the terms of this Agreement or the Standard Agreement, the State, each other, or the State or each other's employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting each Party's own gross negligence and intentional misconduct. The provisions of this Section are in addition to the Standard Agreement. In the event the City and Subrecipient are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the other to the extent of its own comparative fault.

12. Insurance. Subrecipient shall comply with all requirements set forth by the City and also in Standard Agreement related to insurance. Subrecipient shall ensure that all insurance policies name the City and the State, and their officers, agents, employees and servants, as additional insured parties for the commercial general liability and automobile liability, as specified in Section 26 of the Implementation Grant Agreement. Subrecipient shall comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation. Subrecipient shall submit Certificates of Insurance to the City prior to the execution of this Agreement, except as otherwise agreed upon by the City in writing. Subrecipient shall notify the City of any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

13. Amendments/Modifications. This Agreement may only be amended or modified in writing by mutual agreement between the City and Subrecipient. Any requests by Subrecipient for modifications or amendments of this Agreement shall be submitted in writing to the City. Any such request is subject to the requirements applicable to City as "Grantee" under the Standard Agreement. If a request requires a change to the Standard Agreement and the requested amendment or modification is allowable under the Standard Agreement, the City shall consider such request and, in its sole discretion, the City may submit the request to the State.

14. Termination.

14.1 For Cause. The City may terminate this Agreement upon ten (10) days' written notice if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time, including Program Guidelines;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

C. Improper use of the Subgrant provided under this Agreement; and

D. Submission of reports that are incorrect or incomplete in any material respect.

14.2 Availability of Funding. Should funding change pursuant to Section 9 of this Agreement, the City may terminate this Agreement upon three (3) days' written notice to Subrecipient .

14.3 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon thirty (30) days written notice to the other Party.

14.4 Costs Following Termination. Costs of Subrecipient resulting from obligations incurred by Subrecipient after termination of this Agreement are not allowable unless the City expressly authorizes them.

15. Data Privacy. Subrecipient shall implement and maintain reasonable security procedures and practices with respect to any personal identifying information disclosed to Subrecipient in the course of performing this Agreement. Subrecipient shall notify the City within twenty-four (24) hours of Subrecipient's determination that a security breach has occurred with regards to any personal information disclosed to Subrecipient in the course of performing the Agreement and shall conduct such investigation and provide such notice as required by law in the event of such breach.

16. Program Records. Subrecipient shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities, including but not limited to, documentation of all Subgrant funds received from the City or other sources to operate the Project, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period of four (4) years after the Performance Period, as defined in the Standard Agreement, unless a longer period of records retention is stipulated.

17. Nondiscrimination. During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

18. Authorized Signatories.

18.1 City. The City of Riverside's City Manager, or designee, is authorized to sign this Agreement and related documents on behalf of the City. The City's day-to-day point of contact is Grants Administrator Jeff McLaughlin ("City Representative") unless otherwise provided by the City in writing once this Agreement is executed.

18.2 Subrecipient. Before or concurrently with its execution of this Agreement, Subrecipient shall submit documentation to the City, substantially in conformance with the forms attached hereto as Exhibit "F", that identifies the individual who is authorized to sign this Agreement and the Project deliverables and related documents on behalf of Subrecipient ("Authorized Signatory"). The documentation shall also identify any additional authorized designees ("Authorized Designees") as well as Subrecipient's day-to-day grant manager, i.e., the person who has ultimate review and approval authority for all Project-related invoices and billing ("Grant Manager"). Subrecipient shall keep such documentation current and submit changes through email to the City Representative, as needed.

19. Compliance with Incorporated Documents. Subrecipient shall comply with all applicable provisions of the Incorporated Documents. In complying with its obligations under the Incorporated Documents, Subrecipient shall comply with all applicable terms and conditions binding on the "Grantee" or, where referenced, "Partners" under the Incorporated Documents.

20. Responsibility; Standard of Care.

20.1 Subrecipient shall manage, monitor, and accept responsibility for the performance of its own staff, agents, and subcontractors, and shall conduct Project activities and services consistently with professional standards for the industry and type of work being performed under this Agreement.

20.2 Subrecipient shall notify the City if it or its subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Project. No contract or subcontract can relieve Subrecipient of its responsibilities and obligations under the terms of this Agreement. Subrecipient agrees to be fully responsible to the City and the State for the acts and omissions of Subrecipient, its subcontractors, and of all persons either directly or indirectly employed by them.

21. Project Readiness.

21.1 Subrecipient shall timely achieve readiness related to the Project, in accordance with the Incorporated Documents, including, but not limited to, Section 10 of the Implementation Grant Agreement.

21.2 Subrecipient shall not proceed with reimbursable Project work until the City provides Subrecipient with written notice to proceed as described in Section 10 of the Implementation Grant Agreement.

22. Reporting Requirements.

22.1 Subrecipient shall track required information and provide all documents, progress reports, invoices, and other submissions to the City in accordance with the requirements of the Incorporated Documents.

22.2 The format must be in accordance with the requirements that are set forth in Section 12 of the Implementation Grant Agreement, and any applicable exhibits thereto, or in a similar format as requested by the City.

22.3 Subrecipient shall submit such documentation in a timely manner as specified in this Agreement, or upon request by the City, to allow the City to comply with its obligations to the State under the Standard Agreement.

23. Costs.

23.1 Subrecipient shall ensure that invoices submitted by Subrecipient to the City comply with the eligible cost requirements and are accompanied by adequate documentation, as detailed in Section 13 of the Implementation Grant Agreement. Invoices and accompanying documentation are hereinafter referred to as "Invoice Packages".

23.2 Subrecipient shall not submit Invoice Packages to the City for any ineligible costs, as described in Section 13(iii) of the Standard Agreement.

24. Billing.

24.1 For all Invoice Packages, Subrecipient shall utilize the invoice templates provided in Attachments D-3 of the Implementation Grant Agreement, or such other similar forms approved or requested by the City. Subrecipient's Invoice Packages shall conform to all requirements as detailed in the Standard Agreement, except as otherwise specified by the City. Supporting documentation for Subrecipient may be provided in the form of a copy of its general ledger. All supporting documentation will be retained and may be provided upon request.

24.2 Subrecipient shall submit Invoice Packages within fifteen (15) calendar days before the due date of the reporting period as shown in the Standard Agreement. If Subrecipient fails to submit an Invoice Package by this date, Subrecipient shall wait to submit it in the next reporting period.

24.3 The City will not process payment of an Invoice Package until funds are received from the State. If the State does not provide funds to the City, the City is under no obligation to pay the Invoice Package. Upon receipt of funds from the State, the City will process and pay outstanding invoices within thirty (30) days.

25. Repayment of Funds. If funds are not expended or have not been expended in accordance with this Agreement and the Incorporated Documents, or if real or personal property that is acquired with Subgrant funds is not being used or has not been used in accordance with the Agreement and the Incorporated Documents, the City or the State may take appropriate action under this Agreement, at law or in equity, including but not limited to either or both of the following:

25.1 Requiring Subrecipient to forfeit any unexpended portion of the Subgrant.

25.2 Requiring Subrecipient to repay any funds improperly expended or paid to Subrecipient.

26. Project-Specific Requirements.

26.1 Among its other obligations under this Agreement, Subrecipient shall comply with every provision in Exhibit A of the Standard Agreement that relates to the Project (each such provision, a “Program Design Requirement”).

26.2 Each obligation of “Grantee” under a Program Design Requirement is an obligation of Subrecipient, except as otherwise set forth in this Agreement. As between Subrecipient and the City, any reference to or any right of the State as set forth in a Program Design Requirement applies to the City and may be enforced by the City on its own behalf or on behalf of, or at the direction of the State. A reference in a Program Design Requirement to the “Grant Agreement” is deemed to refer to this Agreement for purposes of this section.

27. Monitoring and Oversight.

27.1 The City and the State, or their designated representatives, each has the right to visit the Project site and to complete inspections in accordance with Section 21 of the Standard Agreement.

27.2 Subrecipient shall make the Grant Manager available for any meetings with the City and the State, as may be requested.

28. Recordkeeping.

28.1 Subrecipient shall comply with the recordkeeping requirements set forth in Section D(1) of the Standard Agreement.

28.2 Subrecipient shall provide evidence to the City, upon request, of its recordkeeping practices and procedures, and shall provide the City with access to any record required to be maintained in accordance with Section D(1) of the Standard Agreement.

29. Public Records Act; Publicly.

29.1 Subrecipient recognizes that documents and other records produced in performance of this Agreement may be subject to disclosure under the California Public Records Act. Subrecipient shall release all public records requested by the City within Three (3) business days.

29.2 Subrecipient shall not utilize any such materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

29.3 The City and the State have the right to use any document, record, or data described in this Section for any public purpose.

29.4 Subrecipient shall be permitted to use any of the City logos only after the express permission of the City. Subrecipient may request permission to use the City logos by entering into a License Agreement with the City.

30. Audit and Record Retention.

30.1 Subrecipient shall maintain all records for possible audit, as set forth in Section D(1) of the Standard Agreement.

30.2 The City and the State, or their designated representatives, each has the right during normal business hours to review and copy any record and supporting documentation pertaining to the performance of this Agreement and to interview any employee who might reasonably have information related to such records.

30.3 Subrecipient and its subcontractors shall maintain copies of Project records for at least Five (5) years after the Performance Period ends. If a longer period of records retention is stipulated to by the City or the State, and Subrecipient has notice of the longer retention period, it and its subcontractors shall maintain project records for the longer retention period.

30.4 The City and the State each have the right to conduct an audit each year during the term of this Agreement and up to Five (5) years after the Performance Period.

30.5 The City and the State each may require recovery of payment from Subrecipient, issue a Stop Work Order, or terminate this Agreement, as warranted, based on an audit finding, or avail itself of any other proper remedy available in law or equity.

31. Compliance.

31.1 Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Subrecipient shall secure and maintain all permits or licenses required by authorities having jurisdiction over the Project area. Subrecipient shall comply with applicable requirements of the California Environmental Quality Act as it relates to Subrecipient's obligations under this Agreement. Subrecipient shall promptly provide evidence of compliance upon request by the City.

31.2 Subrecipient shall ensure that its Subcontractors comply with all terms in this Section with respect to the Project.

32. Third-Party Rights. Nothing in this Agreement gives any right or benefit to any entity other than the City and the State.

33. Entire Agreement. This Agreement with its exhibits, and the Incorporated Documents, represents the entire understanding of the City and Subrecipient as to those matters contained herein and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered.

34. Counterparts. This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile, digital signature, or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile, digital signature, or electronic signature page were on original thereof.

35. Digital Signatures. This Agreement may be signed by the Parties hereto in digital format in compliance with California Government Code 16.5 and California Code of Regulations Title 2 Division 7 Chapter 10, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each certified electronic copy of the encrypted digital signature shall be deemed a duplicate original, constituting the one and the same instrument and shall be binding on the parties hereto.

36. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

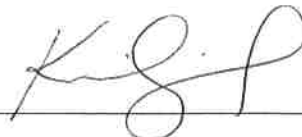
- Exhibit "A" – Standard Agreement
- Exhibit "B" – Project
- Exhibit "C" – Budget
- Exhibit "D" – Key Personnel
- Exhibit "E" – Authorized Signatures on Transaction Documents

IN WITNESS WHEREOF, Parties have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

C3 INITIATIVE, INC., SUBRECIPIENT,
a non-profit corporation

By: _____
City Manager

By:  _____

Name: Kevin Carrington

Attest: _____
City Clerk

Title: President

(Signature of Board Chair, President, or
Vice President)

By:  _____

Name: LAUREN PATTERSON

Title: Secretary

(Signature of Secretary, Assistant
Secretary, CFO,
Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT “B”

Project

The C3 Initiative, Inc. is asking for \$600,072.00 over two years for the employment of four individuals that meet the criteria of the CaliforniansForAll Youth Workforce Development Program. It is our desire to help these youth recover from the learning, opportunity and resource loss experienced as a result of the COVID-19 pandemic. The program will engage STEM learners and Program Fellows between 16-18 years old. Fellows will learn computer coding through a game-based model. C3 Initiative will work with program Fellows on internship placement with local tech firms. Through this grant, program participants will gain access to meaningful employment and on-the-job training in the EdTech industry.

EXHIBIT "C"

Budget

≡ Proposed Budget

	Hourly Rate	Hours / Week	Annual	w/ Benefits*	% Funded by Grant	\$ Funded by Grant
Positions						
Curriculum Mgr.	\$30	40	\$62,400	\$82,368	100%	\$82,368
STEM Instructor	\$22	40	\$45,760	\$60,403	100%	\$60,403.2
STEM Instructor	\$22	20	\$22,880	\$30,202	100%	\$30,201.60
CAMP Coordinator	\$20	40	\$41,600	\$54,912	100%	\$54,912.00
Training					\$3,036 per/grant staff	\$12,144.00
Adm. Support					25% of total budget	\$60,007.20
Grant per yr Request						\$300,036.00
# of years						2.0
Total Grant						\$600,072.00

EXHIBIT “D”

Key Personnel

Kevin M. Carrington, President

Ralph Richardson, Director of Curriculum

Michael B. Kelly, II, Director of Experience & Marketing

EXHIBIT “E”

Authorized Signatures on Transaction Documents

Kevin M. Carrington, President