

**2021 CALIFORNIANSFORALL
YOUTH WORKFORCE DEVELOPMENT
PROGRAM SUBRECIPIENT AGREEMENT FOR FY 2022/2023
Tree People Arborist 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 TREEPEOPLE, INC., a California non-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 (\$98,929,000.00) 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 (\$4,401,597.00) (“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 Seven Hundred Thirty-Eight Thousand Two Hundred Sixteen Dollars (\$738,216.00) (“Subgrant”) to TREEPEOPLE, INC., to be used for a program known as the TreePeople Arborist 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 Seven Hundred Thirty-Eight Thousand Two Hundred Sixteen Dollars (\$738,216.00) 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> City of Riverside Office of the City Manager Attn: Grants Administrator 3900 Street, 7 th Floor Riverside, CA 92522	<u>Subrecipient:</u> TreePeople, Inc. <u>ATTN: Executive Director</u> <u>12601 Mulholland Drive</u> <u>Beverly Hills, CA 90210</u>
--	--

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 the City's Grants Administrator ("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.

23.3 All costs will be incurred and billed to the City no later than May 1, 2024.

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.

26.3 Subrecipient shall comply with those regulations described in 24 CFR 570.200(j) that relate to the use of public funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

26.4 Subrecipient will commit to using CaliforniaVolunteers developed branding for this program and participating in CaliforniaVolunteers-organized trainings/curriculum if asked.

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

[SIGNATURES ON FOLLOWING PAGE.]

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

TREEPEOPLE, INC.,
a California non-profit corporation

By: _____
Interim City Manager

By: Cindy Montanez
Cindy Montanez (Aug 17, 2022 11:47 PDT)
Name: Cindy Montanez
Title: CEO
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

By: Roberta Turitz
roberta turitz (Aug 19, 2022 12:49 PDT)
Name: Roberta Turitz
Title: CFO
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Layla Sarwari
Layla Sarwari (Aug 23, 2022 09:49 PDT)
Deputy City Attorney

EXHIBIT "A"

STANDARD AGREEMENT

SCO ID: 0650-JP1006

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

JP1006

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTOR NAME

City of Riverside

2. The term of this Agreement is:

START DATE

April 8, 2022

THROUGH END DATE

May 1, 2024

3. The maximum amount of this Agreement is:

\$4,401,597.00 or Four-Million, Four-Hundred One-Thousand, Five-Hundred Ninety-Seven Dollars and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	Online
Exhibit D	California Volunteers' Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Riverside

CONTRACTOR BUSINESS ADDRESS

3900 Main Street, 5th Floor

CITY

Riverside

STATE

CA

ZIP

92522

PRINTED NAME OF PERSON SIGNING

Edward Enriquez

TITLE

Treasurer and CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5/25/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Anthony Chavez

TITLE

Director of Operations

CONTRACTING AGENCY AUTHORIZED SIGNATURE

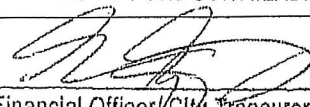
DATE SIGNED

5/26/2022

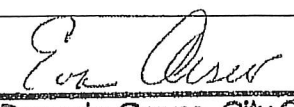
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/City Treasurer

Attest:


Donesia Gause, City Clerk
 DEPUTY CITY ATTORNEY

APPROVED AS TO FORM

Exhibit A Scope of Work

CaliforniansForAll Youth Workforce Development Program Application City of Riverside

Section 1: Program Goal

- What does your city hope to gain from this program/are there strategic goals this program can help your city meet?

The City of Riverside aims to fulfill the goals of this program by increasing youth employment, develop career pathways and interest towards a career in public service, and strengthen the City of Riverside's capacity to address key areas of education, climate, and food insecurity. This program is in alignment with the City of Riverside's 2025 Strategic Plan by fulfilling Strategic Priority.3 – Economic Opportunity and Goal No. 3.2 - Work with key partners in implementing workforce development programs and initiatives that connect local workers with high quality employment opportunities and provide access to education and training in Riverside.

Section 2: Program Design

- Which focus area(s) will youth be working on (food insecurity, climate change, etc.)? If other focus areas are addressed, please describe.

The workforce will be addressing several focus areas identified by California Volunteers including climate resiliency, food insecurity, and local COVID recovery efforts in the City of Riverside. The pandemic has reinforced the fact that we live in a volatile, uncertain, complex, and ambiguous (VUCA) world that changes quickly. The VUCA environment has taught us to avoid traditional, outdated approaches to management, so we also want to acknowledge that another, unidentified need may arise outside of one of the three planned opportunity areas. More importantly, should we consider another area, we will be sure to work collaboratively with the State of California to confirm the subject area is eligible and add to any recruitment efforts, so all qualifying youth have an opportunity to apply.

- Do you plan on sub granting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners.

The City of Riverside plans on sub granting with Community Based Organizations. The CBO Partners proposed below were selected through our experience in collaboration during the pandemic with CARES Act expenditures and overall COVID 19 recovery efforts. Any other CBOs than the ones proposed below will be selected through a screening process which seeks to understand their experience operating effectively during the pandemic, which will be a key indicator for a successful partnership with the City for this grant funded program.

Food Insecurity - Operated foodbanks/distributions during pandemic with support from city.

Feeding America

Arlington Temporary Assistance

Lighthouse of Hope

Our Lady of Perpetual Help

Fruit of Our Hands

Community Settlement Association

Riverside Community College RCC Culinary School

Climate Resiliency - Work through Transformative Climate Communities Grant

Tree People

Victoria Avenue Forever (VAF)

COVID 19 Recovery Needs - Partnered to address learning loss with CARES Act funding

Riverside Unified School District

Alvord Unified School District

- **What activities will youth be working on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in running that opportunity.**

The three suggested job types and activities include: Climate, Food Insecurity, and Local COVID-19 recovery needs as defined by the City of Riverside. The Office of the Mayor has worked with staff to identify preliminary opportunities that fit under these three job types while incorporating the goals of the program, which are 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. Identified opportunities for the grant are based upon insights from the community input received from the CARES Act survey, lessons learned from CARES Act funded services, the ARPA Expenditure Plan, departments' familiarity with services that will serve disproportionately impacted communities; guidance by the approved Riverside Road to Recovery and the Riverside 2025 Strategic Plan.

Climate:

The City's Envision Riverside 2025 includes a multitude of goals and actions to address climate change including a goal of reaching citywide carbon neutrality by 2040, ahead of the state and federal targets of 2045 and 2050, respectively. The City's response, however, requires a wide

array of immediate, continuous, and innovative actions. A youth workforce presents a mutually beneficial opportunity, allowing the City to marshal efforts to address climate change while providing meaningful and long-lasting experiences within a climate friendly, green economy context. Some examples of areas where support is needed include: tree planting/care, geocoding trees/inclusion in GIS layers, organics waste diversion, clean air car share program, urban heat island mapping, activities related to the Transformative Climate Communities Grant and a variety of sustainability focused programs.

Food Insecurity:

As impacts from the pandemic are continuing to unfold, food insecurity persists. For example, food banks saw a 68% increase in food need throughout the region during the height of the pandemic while typical sources of food (i.e., donations from grocery stores, etc.) experienced unusually high demand from consumers and other sources of food (i.e., personal donations) saw record declines, which led food distribution services to pay for food and/or close operations. There is an opportunity to develop a sustainable and resilient food production workforce through partnerships with local farms, community gardens and food distributors such as local pantries, food banks, farmers markets and senior meal service programs (including homebound delivery). In addition, there is a need for assistance in the areas of food rescue, food waste prevention programs and food resiliency programs.

A youth workforce is critical to the City as we cannot have food systems without farmers. The average age of farmers is 65+ and this program is intended to provide vocation-based new farmer training, sustainable agriculture, and entrepreneurship. The pandemic also showed strains on food supply chains resulting in the need for greater reliance on the local food systems. A youth workforce would be instrumental in responding to the needs of the community to address food insecurity within Riverside filling voids and addressing challenges presented by the pandemic. In many instances, food support programs were staffed by retired, seniors who have been reluctant to return to these positions given a variety of concerns relating to their health as have individuals with underlying health conditions.

COVID-19 Recovery:

Educational disparity was identified by the community as a COVID-19 recovery need during the CARES Act survey. The City used a significant portion of its CARES Act funding allocation to assist both Alvorad Unified School District (AUSD) and Riverside Unified School District (RUSD) to enhance connectivity to virtual classrooms. In addition, the City and RUSD worked collaboratively to set up the first Distance Learning Centers in Southern California, and one of the first of its kind in the state, whereby students who were unable to connect to virtual classrooms at home, were provided a safe, secure, reliable, and staff supported learning environment at several local City park community centers. This enabled students over several months to stay connected to their classrooms. While most students were able to return to their classrooms in-person, there is an

opportunity to partner with AUSD and RUSD to address key areas such as learning loss and career technical education pathways.

The City of Riverside's COVID-19 response has taken many forms throughout the pandemic including, but not limited to, the following: COVID-19 vaccination sites, COVID-19 testing sites, business support activities, non-profit support activities, mental health and wellness services, food distribution and much more. As COVID-19 vaccination rates improve and positive case counts continue to decline throughout California and the City of Riverside, a new normal has emerged with opportunities to pivot towards recovery. However, given expected waves, variants and yet unknown challenges associated with a pandemic response, a youth workforce can assist the City in bridging the gap. The Emergency Operations Center and Human Resources Department teams have expressed an interest in support staff to assist with on-going recovery efforts in the areas listed above as well as other COVID-19 recovery areas.

- **What is the proposed start date for programming?**

The proposed start date for programming is July 1, 2022.

Section 3: Youth Recruitment/Development

- **How will the city recruit youth?**

There will be a traditional HR recruiting effort as well as the opportunity to engage organizations and partners such as Riverside County Probation office, homeless shelters, family shelters, Riverside Community College, foster youth programs, and Riverside County Workforce Development for youth referrals. The city will work with partners such as these to identify youth in these target population areas, as well as utilize our Youth Opportunity Center to promote and host recruiting events for these positions.

- **If you would like to propose your own priority criteria for participants in this program for CaliforniaVolunteers approval, please do so in this section.**

N/A

- **What wrap around services, if any, is the city or subgrantee planning on offering to youth?**

The City of Riverside is planning on offering job readiness training, including quarterly workshops provided by the Office of the Mayor focused on leadership development and networking opportunities. There will also be opportunities for case management to be offered if a participant is in need. The City's Human Resources Department is committed to working with these youth participants to meet their needs as they arise with the necessary wrap around services we can provide.

- **What wage will youth be paid, if known? What length of time do you anticipate the youth serving?**

We will be paying youth a minimum of \$15 an hour and anticipate they will serve between 6 months to a year in their respective positions.

Section 4: Metrics/Outcomes

- Can the city provide the required metrics listed above to CaliforniaVolunteers?

The City of Riverside is well positioned to provide all of the required metrics listed by CaliforniaVolunteers with the hiring of a program administrator to oversee the data collection and reporting of metrics.

- If not, please indicate which metrics the city is unable to provide.

N/A

- Are there other metrics you will be collecting to determine success of program? If so, please indicate which metrics.

N/A

Section 5: Budget/Staffing/Communications

- What is your proposed staffing plan for the program for the city and/or any subgrantees?

The City of Riverside will be hiring a program administrator to oversee and coordinate the staffing of this program in our city departments. Additionally, the program administrator will work with subgrantees to collect the data from the subgrantees employees. The table below illustrates where we propose distributing staff for the city and subgrantees based on funding available over time.

City of Riverside Departments	Food Insecurity	Climate Resiliency	COVID 19 Recovery Efforts
Parks and Rec	14	2	
Innovation and Technology		2	
Office of Sustainability		1	
Emergency Operating Center			1
Subgrantees	28	3	4
Total (55 Fellows)	42	8	5

- Does your city commit to using CaliforniaVolunteers developed branding for this program and participating in CaliforniaVolunteers-organized trainings/curriculum, if asked?

The City of Riverside commits to using CaliforniaVolunteers developed branding for this program as well as participating in CaliforniaVolunteers-organized trainings/curriculum if asked.

- Are you interested in participating in a program launch media event with CaliforniaVolunteers?

Yes, the City of Riverside is interested in participating in a program launch media event with CaliforniaVolunteers.

City of Riverside
JP1006

Exhibit B Budget Detail

CaliforniansForAll Youth Workforce Program	
Applicant:	City of Riverside

I. Administration (Must Not Exceed 10% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs	Sr. Administrative Analyst - Grant Program Administrator	137,364*3	\$412,092	
Total			\$412,092	9.4%

II. CaliforniansForAll Youth Workforce Fellows - Wage			
# Requested	Hourly Salary	# of Hours	Total Budget
165	\$ 15.00	1,000	\$ 2,475,000.00
Total			\$ 2,475,000.00

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
FICA for Fellows	Medicare/PARS TMP/3 years	115000*3	345,000
Worker's Compensation	/3 years	129517.5*3	388,553
Health Care			
Total			\$ 733,552.50

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Wrap around services	Job readiness training, Case management, Transportation stipends, etc./3 years	260317.5*3	\$ 780,952.50	
Total			\$ 780,952.50	17.7%

Total Budget Request	\$ 4,401,597.00
Total # of Fellows	165

List of Partners		
Partner	Status (Proposed or Secured)	Contractual Amount
Feeding America	Proposed	TBD
Arlington Temporary Assistance	Proposed	TBD
Lighthouse of Hope	Proposed	TBD
Our Lady of Perpetual Help	Proposed	TBD
Tree People	Proposed	TBD
Victoria Avenue Forever	Proposed	TBD
RUSD & AUSD	Proposed	TBD
Total		\$ -

City of Riverside
Agreement #JP1006

EXHIBIT B
Budget Payment Provisions

**California Volunteers,
CaliforniansForAll Youth Workforce Development Program
and City of Riverside**

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
 - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - b) Invoices shall include the Agreement Number and shall be submitted via PDF to fiscal@cv.ca.gov.
2. Budget Contingency Clause
 - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
 - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

City of Riverside
JP1006

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
Outcome and Output Reporting**

All CaliforniansForAll Youth Jobs Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

- Required by Department of Treasury:
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
- Output: Total number of youth employed; number of hours of employment
- Outcome: Percentage of participants who enroll in higher education or gain employment following program end; Number of industries served; Disadvantaged areas served

Additionally, CaliforniaVolunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to CaliforniaVolunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in program
- Number of youth employed in each focus area
- Number of youth enrolled in job training/readiness programs
- Number of youth completing job training/readiness programs
- Number of youth participating in summer program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Does this project serve an economically disadvantaged community?
- Number of youth employed in program who were previously unemployed

City of Riverside
JP1006

Exhibit D(1) California Volunteers Reporting Requirements, Involcing, and Specific Requirements and Terms and Conditions

- Number of youth who complete full program (1 year or summer program)
- Percentage of youth employed in program who remain in college or stable employment
- Percentage of youth employed after completion of program
- Percentage of youth who report job satisfaction after one year of employment, as reported by a survey
- Percentage of youth who report an interest in a career in public service after one year of employment, as measured by a survey
- Percentage of youth employed in public service after one year of employment
- Job training evaluations

Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

City of Riverside
JP1006

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
Invoicing**

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly. However, California Volunteers will not allow invoices for periods in excess of three months due to the need to provide quarterly financial reporting to the California Department of Finance, as well as the federal government, over the use of State Fiscal Recovery Funds (SFRF), federal stimulus funding.

Invoicing Deadlines:

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted with the financial report no later than the due date identified in the financial reporting deadlines below.

Financial Reporting Metrics:

Grantees will be required to report quarterly on expenditures and unliquidated obligations associated with the grant. As such, grantees will be required to provide the following:

- Expenditure Amounts
 - Cumulative Expenditures (prior cycles)
 - Expenditure Adjustments (+/-) prior cycles
 - Expenditures (Current Cycle)
 - Total Cumulative Expenditures
- Obligation Amounts
 - Remaining Obligation
 - Total Cumulative Expenditures
 - Total Cumulative Expenditures + Obligation
 - Award Amount
- Notes (if applicable)

These metrics are subject to change, depending on the California Department of Finance's review and approval.

City of Riverside
JP1006

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Financial Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive financial reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

City of Riverside
JP1006

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

**CaliforniansForAll Youth Jobs Corps Program
State Fiscal Recovery Funds**

This program leverages 100% State Fiscal Recovery Funds. Grantees leveraging this funding are required to follow specific terms and conditions, reporting requirements, guidance, etc. associated with these funds. The requirements for the use of these funds are incorporated in their entirety through the inclusion of the links to specific resource pages in this Exhibit (see below). This includes links and attachments referenced on the following pages.

Resources:

- **Coronavirus State and Local Fiscal Recovery Funds:**
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
- **State Fiscal Recovery Fund:** https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund/
- **State Fiscal Recovery Fund Reporting Portal:**
https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund_Reporting_Portal/

Through execution of the contract, grantees agree to follow the rules, guidance, regulations, and terms and conditions as outlined in the above links, as well as any other requirements and policies outlined throughout the exhibits of the executed contract.

City of Riverside
JP1006

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Programmatic and Fiscal Document Retention

In line with State and Federal requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State or Federal Government for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

EXHIBIT "B"

PROJECT

TreePeople proposes a three-year workforce development program to significantly advance the careers of three youth by hiring them to serve as a workforce team. The team will include at least two youth that fall within a priority category (i.e. low-income, justice-involved, transitioning from foster care, etc.). The youth participants will be trained and gain experience in arboriculture, urban forestry, and landscaping. In addition, TreePeople will provide training and exposure in similar conservation and environmental pathways such as nursery work, wildland forestry, and public relations. Time will be allocated for career exposure (discussions with professionals, attending workshops, shadowing) and professional development (mock interviews, workplace etiquette, communication skills). This program will allocate team resources between education/training (20%), fieldwork (70%), and job exposure/placement (10%).

The youth team will operate as a field crew (similar to professional tree planting and care companies), supervised by TreePeople's workforce development manager and other supervisory level staff. The tree crew will conduct fieldwork in tandem with educational training to include tree planting, tree care, wildland forestry, nursery work, urban forest management, machine operations, and public relations. Field activities will be prefaced with training to provide context, demonstration, and importance of the activity.

TreePeople will conduct recruitment using its vast network of partners that include public agencies, K-12 schools, community-based organizations, environmental nonprofits, private sector companies, and volunteers. Additionally, TreePeople will leverage its partnerships with public and private agencies to create meaningful experiences for youth. A key component of this program will include partnering with local public agencies and project efforts to serve as training and work experience opportunities for youth. The benefit of this partnership will be two-fold, as public agencies will receive tree care and other services, while youth develop strong job skills.

TreePeople will utilize its partners across the environmental field to provide career exposure and insights to youth, including collaborations with fellow urban forestry nonprofits operating in this field when feasible. These exposure opportunities will come in the form of speakers, site visits, and job shadowing.

Following the completion of the program, youth will have sufficient experience to gain a mid-level professional position. To ensure career advancement, TreePeople will support youth to gain certification as arborists through the International Society of Arboriculture, an internationally recognized certification.

EXHIBIT “C”

BUDGET

EXHIBIT "C"

Budget

TreePeople Riverside Workforce Budget				
Budget Item	Description	Cost Basis		Total
Salaries and Employee Benefits				\$589,500
Director of Urban Greening	Project design, oversight and management	\$75	80	\$6,000
Director of Community and Education	Project design, oversight and management	\$60	80	\$4,800
Regional Manager	Support collaboration with tree planting and care activities	\$45	120	\$5,400
Contract Compliance	Conduct project reporting, invoicing and data sharing	\$35	60	\$2,100
Project Manager	Manage the development and implementation of the workforce development program, including participant oversight and training	\$40	4080	\$163,200
Youth Team Member (Full-time 2 year employee)	Workforce development training, developing skills and implementing project deliverables	\$25	4080	\$102,000
Youth Team Member (Full-time 2 year employee)	Workforce development training, developing skills and implementing project deliverables	\$25	4080	\$102,000
Youth Team Member (Full-time 2 year employee)	Workforce development training, developing skills and implementing project deliverables	\$25	4080	\$102,000
Youth Team Member (Full-time 2 year employee)	Workforce development training, developing skills and implementing project deliverables	\$25	4080	\$102,000
Travel				\$77,355.48
Truck usage (Caltrans Code 12-20)	Travel costs for the youth team to and from project sites with tools and trees	\$3753	2080	\$77,355.48
Supplies				\$3,000
Field Tablets	Data and field information collection	\$1,000	3	\$3,000
Shovels, buckets, and other field supplies	Supplies associated with tree planting, care, and maintenance	\$500	1	\$500
Outreach/Education				\$750
Total Direct Costs				\$671,105.48
Administrative Costs	Administrative and indirect costs such as finance, human resources, office expenses, and insurances	10.00%		\$67,110.52
Total Project Cost				\$738,216.00

FY 22-23: \$369,108.00

FY 23-24: \$369,108.00

TOTAL: \$738,216.00

EXHIBIT “D”

KEY PERSONNEL

Cindy Montanez, Executive Director
Daniel Berger, Director of Forestry and Urban Greening
David Pineda, Government Grants Writer

EXHIBIT "E"

AUTHORIZED SIGNATURES ON TRANSACTION DOCUMENTS

Cindy Montanez, Executive Director