

**CALIFORNIA VOLUNTEERS  
SUBCONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SANTA ANA AND  
ORANGE COUNTY CONSERVATION CORPS**

THIS CALIFORNIA VOLUNTEERS, CALIFORNIANSFORALL YOUTH WORKFORCE DEVELOPMENT PROGRAM, GRANT AGREEMENT (“CA4All Agreement”), is hereby made and entered into this 21st day of May, 2024, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“Contractor”), and Orange County Conservation Corps, a California nonprofit organization (“Subcontractor”).

**RECITALS:**

- A. Contractor submitted a proposal for the Civic Engagement Youth Workforce Development Project funded by California Volunteers, specifically the CaliforniansForAll Youth Workforce Development Program (“CA4All”).
- B. Contractor’s main objective of CA4All is to provide meaningful work experience to local youth, particularly those who are historically part of underrepresented groups and have difficulty finding employment due to the pandemic. The focus will be on low-income youth, justice involved youth and other marginalized groups. Additionally, the project aims to address issues of food insecurity by collaborating with food recovery organizations and services to help feed those in need.
- C. Contractor is the recipient of CA4All funds from the State of California. On June 7, 2022, Contractor entered into State of California Agreement Number JP1012, Contractor Agreement No. A-2022-089, commencing on June 7, 2022, through May 1, 2024, in a total amount not to exceed \$4,497,514.00 (“State CA4All Agreement”). The State CA4All Agreement has since been extended to September 30, 2024. A true and correct copy of the State CA4All Agreement is attached hereto as Exhibit A and incorporated herein by this reference.
- D. Contractor and Subcontractor entered into California Volunteers Subcontractor Agreement, Agreement No. A-2022-169, on September 6, 2022 to provide an objective assessment for youth participant’s readiness for meaningful work, provide case management on an ongoing basis, provide referrals to community resources, and develop worksites to provide meaningful work experiences. Agreement No. A-2022-169 expired May 1, 2024 and the parties desire to continue the same or similar work through September 30, 2024, the end of the State CA4All Agreement through this CA4All Agreement. The parties also desire that this CA4All Agreement include services beginning May 1, 2024
- E. Subcontractor has been made aware of the State CA4All Agreement and agrees to comply with all the conditions of the State CA4All Agreement and the applicable

State requirements governing the use of CA4All grant funds, including State Fiscal Recovery Funds.

- F. Contractor now approves the provision of CA4All grant funds to Subcontractor in an amount not to exceed \$250,000.00, to be used in compliance with the CA4All objectives defined herein.
- G. Subcontractor represents that it has the requisite qualifications, expertise, and experience to use said CA4All grant funds to operate pursuant to CA4All objectives.
- G. This CA4All Agreement is contingent upon the award of CA4All grant funds from the State of California.
- H. Contractor and Subcontractor have duly executed this CA4All Agreement for the expenditure and utilization of said CA4All funds.

NOW THEREFORE, it is agreed by and between the parties that the foregoing Recitals are a substantive part of this CA4All Agreement, and the following terms and conditions are approved and together with all exhibits and attachments hereto, shall constitute the entire CA4All Agreement between the Contractor and Subcontractor:

### **1. SCOPE OF SERVICES**

Subcontractor shall perform during the term of this CA4All Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services necessary for the CA4All objectives, as detailed in the Program Implementation and Budget Narrative attached hereto as Exhibit B and incorporated herein by reference ("Program").

### **2. TERM**

This CA4All Agreement shall take effect on the date first written above and shall terminate on September 30, 2024, unless otherwise terminated, cancelled or modified according to the terms of this CA4All Agreement. The parties intend that this CA4All Agreement include services provided by Subcontractor beginning May 1, 2024. The Term of this CA4All Agreement may be extended by a writing executed by the City Manager and the City Attorney.

### **3. DISBURSEMENT AND FUNDS**

A. Contractor was allocated \$4,497,514.00 in CA4All grant funds from the State of California to be expended by September 30, 2024. Contractor agrees to pay to Subcontractor when, if and to the extent State CA4All grant funds are received a sum not to exceed \$250,000.00 for Subcontractor's performance of the Program through the term of this CA4All Agreement. Said sum shall be paid after Contractor receives invoices submitted by Subcontractor as provided herein.

B. In accordance with the Reporting and Invoicing requirements found in Exhibit A, Subcontractor shall submit quarterly invoices in a form prescribed by the Contractor, detailing such expenses. Such schedule may be modified with the approval of the Contractor.

C. Payment is subject to the receipt and approval of such invoices and quarterly activity reports. Contractor shall pay such invoices within thirty (30) days after receipt thereof, provided Contractor is satisfied that such expenses have been incurred within the scope of this CA4All Agreement and that the Subcontractor is in compliance with the terms and conditions of this CA4All Agreement. The thirty (30) day period will discontinue if the reimbursement request is determined to be incomplete and will restart the thirty-day timeline once the remaining required elements have been submitted. Failure to provide any of the required documentation will cause the Contractor to withhold all or a portion of a request for reimbursement until such documentation has been received and approved by the Contractor. Subcontractor has the ability to adjust line item amounts in the budget with the approval of the Executive Director for the Community Development Agency for Contractor, so long as the total budget amount does not increase.

D. Subcontractor agrees to use said funds pursuant to this CA4All Agreement to pay for necessary and reasonable costs allowable under state law and regulations to operate said CA4All Program only. Subcontractor's failure to perform as required may, in addition to other remedies set forth in this CA4All Agreement, result in readjustment of the amount of funds the Contractor is otherwise obligated to pay to the Subcontractor pursuant to the terms hereof, or termination of this CA4All Agreement.

E. Contactor has the right to de-obligate the funds hereunder, and take such funding back from Subcontractor, due to any of the following reasons: (a) lack of performance by Subcontractor; (b) lack of fiscal accountability of Subcontractor; or (c) decrease in available funding.

#### **4. STATE CA4ALL AGREEMENT**

Contractor entered into State Agreement Number JP1012 with the State of California receiving and recognizing \$4,497,514.00 in CA4All grant funds to be used by Contractor to address youth workforce development. A true and correct copy of the State CA4All Agreement is attached hereto as Exhibit A and incorporated herein by this reference. Subcontractor has been made aware of the State CA4All Agreement and agrees to comply with all the conditions of the State CA4All Agreement and the applicable State requirements governing the use of CA4All grant funds.

#### **5. INDEPENDENT CONTRACTOR**

Subcontractor shall, during the entire term of this CA4All Agreement, be construed to be an independent contractor and not an employee of the Contractor. This CA4All Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the Contractor to exercise discretion or control over the

professional manner in which Subcontractor performs the services which are the subject matter of this CA4All Agreement; however, the services to be provided by Subcontractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Subcontractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

## 6. OWNERSHIP OF MATERIALS

This CA4All Agreement creates a non-exclusive and perpetual license for Contractor to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Subcontractor under this CA4All Agreement ("Documents & Data"). Subcontractor shall require all subcontractors to agree in writing that Contractor is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this CA4All Agreement. Subcontractor represents and warrants that Subcontractor has the legal right to license any and all Documents & Data. Subcontractor makes no such representation and warranty in regard to Documents & Data which were provided to Subcontractor by the Contractor. Contractor shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this CA4All Agreement shall be at Contractor's sole risk.

## 7. INSURANCE

Subcontractor shall procure and maintain for the duration of the CA4All Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Subcontractor, its agents, representatives, employees or subcontractors.

- a. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:
  1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Subcontractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage. (Not required if Subcontractor provides written verification it has no vehicles.)

3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
  4. **Sexual Abuse or Molestation (SAM) Liability:** if the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$100,000** per occurrence or claim and with a limit not less than **\$1,000,000** per occurrence or claim for organization. (Not required if Contractor staff is present during all activity.)
  5. **Broader Coverage:** if Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Contractor.
  6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Contractor. The Contractor may require Subcontractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Contractor
- b. Other Insurance Provisions: the general liability policy is to contain, or be endorsed to contain, the following provisions:
1. **Additional Insured Status:** The Contractor, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Subcontractor including materials, parts, or equipment furnished in connection with such work or operations.
  2. **Primary Coverage:** For any claims related to this CA4All Agreement, the Subcontractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor, its officers, officials, employees, and volunteers.
  3. **Waiver of Subrogation:** The Insurance Company agrees to waive all rights of subrogation against the Contractor, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Subcontractor for the Contractor. This provision also applies to the Subcontractor's Workers' Compensation policy.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Contractor.
5. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Contractor.
6. **Verification of Coverage:** Subcontractor shall furnish the Contractor with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Contractor before work begins. Contractor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.
7. **Special Events Coverage for Instructors:** Special events coverage is available for an additional fee to provide the liability insurance required by this CA4All Agreement. Subcontractor can obtain additional information and cost from the Contractor.
8. **Special or Low Risk Activities:** Contractor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Contractor reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

## 8. INDEMNIFICATION

Subcontractor agrees to defend, and shall indemnify and hold harmless the Contractor, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Subcontractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this CA4All Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this CA4All Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this CA4All Agreement. The Subcontractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the Contractor, including fees and costs for special counsel to be selected by the Contractor, regarding any action by a third party challenging the validity of this CA4All Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises

by reason of the terms of, or effects arising from this CA4All Agreement. Contractor may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Subcontractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Subcontractor.

## **9. RECORDS**

Subcontractor shall keep records and invoices in connection with the work to be performed under this CA4All Agreement. Subcontractor shall maintain complete and accurate records with respect to the costs incurred under this CA4All Agreement and any services, expenditures, and disbursements charged to the Contractor for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Subcontractor under this CA4All Agreement. All such records and invoices shall be clearly identifiable. Subcontractor shall allow a representative of the Contractor to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this CA4All Agreement during regular business hours. Subcontractor shall allow inspection of all work, data, documents, proceedings, and activities related to this CA4All Agreement for a period of three (3) years from the date of final payment to Subcontractor under this CA4All Agreement.

## **10. CONFIDENTIALITY**

If Subcontractor receives from the Contractor information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Subcontractor agrees that it shall not use or disclose such information except in the performance of this CA4All Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this CA4All Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Subcontractor disclosed in a publicly available source; (c) is in rightful possession of the Subcontractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Subcontractor without reference to information disclosed by the Contractor.

## **11. CONFLICT OF INTEREST CLAUSE**

Subcontractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this CA4All Agreement.

## **12. NON-DISCRIMINATION**

Subcontractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identify, gender expression, gender, medical conditions, genetic information, military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or any services provided under this CA4All Agreement. Subcontractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This CA4All Agreement and the State CA4All Agreement represent the complete and exclusive statements between the Contractor and Subcontractor, and supersede any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this CA4All Agreement and the State CA4All Agreement, the terms of the State CA4All Agreement shall prevail. This CA4All Agreement may not be modified except by written instrument signed by the Contractor and by an authorized representative of Subcontractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Subcontractor or the Contractor. Each party to this CA4All Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **14. ASSIGNMENT**

Inasmuch as this CA4All Agreement is intended to secure the specialized services of Subcontractor, Subcontractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the Contractor and any such assignment, transfer, delegation or subcontract without the Contractor's prior written consent shall be considered null and void. Nothing in this CA4All Agreement shall be construed to limit the Contractor's ability to have any of the services which are the subject to this CA4All Agreement performed by Contractor personnel or by other Subcontractors retained by Contractor.

## **15. TERMINATION**

This CA4All Agreement may be terminated by the Contractor upon thirty (30) days written notice of termination. In such event, Subcontractor shall be entitled to receive and the Contractor shall pay Subcontractor compensation for all services performed by Subcontractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Subcontractor to deliver to the Contractor all work product(s) completed as of such date, and in such case such work product shall be the property of the Contractor unless prohibited by law, and Subcontractor consents to the Contractor's use thereof for such purposes as the Contractor deems appropriate.



b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this CA4All Agreement.

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this CA4All Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. JURISDICTION - VENUE**

This CA4All Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this CA4All Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this CA4All Agreement.

## **18. PROFESSIONAL LICENSES**

Subcontractor shall, throughout the term of this CA4All Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Subcontractor shall notify the Contractor immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this CA4All Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this CA4All Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

### CONTRACTOR:

City of Santa Ana  
Community Development Agency (M-25)  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Phone: (714) 647-5378  
Fax: (714) 647-6549

### SUBRECIPIENT:

Orange County Conservation Corps  
1853 N. Raymond Ave.,  
Anaheim, CA 92801  
Phone: (714) 956-6222  
Fax: (714) 888-0059

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **20. MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this CA4All Agreement, and shall indemnify Contractor fully, including reasonable costs and attorney's fees, for any injuries or damages to Contractor in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this CA4All Agreement.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties hereto have executed this CA4All Agreement on the date and year first written above.

**ATTEST**

**CITY OF SANTA ANA**

\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
ALVARO NUÑEZ  
Acting City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**OC CONSERVATION CORPS**

By:   
\_\_\_\_\_  
ANDREA GARCIA-MILLER  
Assistant City Attorney

  
\_\_\_\_\_  
Name: Katherine O'Meara  
Title: CEO

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
MICHAEL GARCIA  
Executive Director  
Community Development Agency

EXHIBIT A

STATE CA4ALL AGREEMENT

STATE CONTRACT NUMBER JP1012

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER

JP1012

AMENDMENT NUMBER

A1

Purchasing Authority Number

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

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 Santa Ana

2. The term of this Agreement is:

START DATE

June 7, 2022

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$4,497,514.00 or Four Million, Four Hundred Ninety-Seven Thousand, Five Hundred Fourteen Dollars and 00/100

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to extend the end date of the performance period. The JP1012-A1 amendment will do the following:

I. Extend the end date of the performance period from May 1, 2024, 2022 to September 30, 2024

*All other terms and conditions shall remain the same.*

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 Santa Ana

CONTRACTOR BUSINESS ADDRESS

20 Civic Center Plaza

CITY

Santa Ana

STATE

CA

ZIP

92701

PRINTED NAME OF PERSON SIGNING

Steven Mendoza

TITLE

Interim City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12/18/2023

DocuSigned by:

Steven Mendoza

43FE99DD758F4E2...

**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

12/18/2023

DocuSigned by:

Anthony Chavez

BE02D8AFCFE84C2...

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**ATTEST:**Jennifer L. Hall  
City Clerk

# Exhibit A Scope of Work

## City of Santa Ana Civic Engagement Youth Workforce Development Project Funded by California Volunteers

### Section 1: Program Goal

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

The City of Santa Ana through its Workforce Development Board (SAWDB) intends to provide meaningful work experience to local youth, particularly those who are historically part of underrepresented groups and have difficulty finding employment due to the pandemic. The focus will be on low-income youth, justice involved youth and other marginalized groups. Strategically, the City will strengthen existing partnerships and establish new ones with agencies and organizations committed to increasing youth employment, providing career guidance and fostering that same commitment in the youth they serve. Youth, will be provided with meaningful work experience coupled with intensive career exploration. Lastly, the project aims to address issues of food insecurity by collaborating with food recovery organizations and services to help feed those in need. The lead for this project is the SAWDB, the designated administrator and operator of workforce development programming for the City of Santa Ana and recipient of federal Workforce Innovation and Opportunity Act (WIOA) and other workforce development funding.

### Section 2: Program Design

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

Youth will be working directly on projects and assignments addressing food insecurity, the impacts of climate change, and post-pandemic recovery.

2. Do you plan to sub-grant 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 Santa Ana will provide services to youth using both in-house program staff and partnerships with Community Based Organizations (CBOs). In house program staff will include personnel from both the Santa Ana WORK Center and the Santa Ana Public Library.

The WORK Center has decades of implementing youth programs specifically through a "Daisy Wheel" service delivery model. The underlying philosophy of the Daisy Wheel is an "All Youth One System" concept, where resources are leveraged from a network of Youth Service Providers. The concept allowed youth regardless of eligibility to receive services from the various partners of a Youth Service Providers Network (YSPN).

The YSPN consists of Service Providers that collectively offer various youth services in a creative and interactive manner. The concept, allows the Service Provider to focus on what service they specialize in and do best. The YSPN will promote broad-based coordination and cooperation among all youth Service Providers and to provide the technical assistance needed to make the network a success. The WORK Center as the Navigator will provide partners with structure and guidance toward meeting the grant objectives, convene and facilitate partner meetings, establish partner subcontracts, monitor compliance and performance, collect and report participant data, and disburse grant funds.

The SAWDB plans to engage the Santa Ana Public Library, which operates various successful youth engagement programs including BrainFuse and Universal Class. Both programs provide online training courses along with robust support to help users master academic concepts. The library also let's library card holders "borrow" the internet with their library card by providing youth WI-FI Hotspots, for those members of our community who do not have internet access at home. The City will work toward the expansion of these programs to engage more youth, up to age 18.

The Orange County Conservation Corps (OCCC) is a current sub-recipient of Workforce Innovation and Opportunity (WIOA) Youth funding from the City of Santa Ana. OCCC has a long standing record of successfully operating youth workforce development programs for the City and has particularly been engaged with older (18+) youth experiencing multiple barriers, such as foster youth, the justice-involved, and very low-income.

Working Wardrobes is also a subrecipient of funding from the City. Based on current performance outcomes, the City plans to engage Working Wardrobes in program delivery services for this grant as well. Working Wardrobes has been working with the City to help implement programs for justice- involved people for the past two years. They have unique expertise in engaging people prior to release from incarceration to help ease their transition to life outside.

Additionally, program design is underway with two large food banks – Community Action Partnership of OC and Second Harvest - both serve the region to have youth fellows work in distribution, warehousing and growing fresh food.

As it is the goal of the City to provide a broad, inclusive program for eligible youth, additional CBOs may be engaged if gaps in services are identified.

3. 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 Santa Ana WORK Center, will provide paid summer work experiences as recreational leaders, community center attendants, and other support staff to restore

and reinvigorate Community Services programming at parks, community centers, libraries, and family resource centers. This effort is related to post-pandemic recovery.

Santa Ana Public Library will provide online support for the provision of online career exploration including the expansion of the 4 youth WI-FI hotspot program. The second project will engage youth in researching and documenting pandemic recovery efforts throughout the city, including City-led efforts to rejuvenate the local economy and stabilize its residents living conditions, providing a street-level view of successes and challenges. Using mixed media and particularly video production, participants will create a public service message sharing the results of their research.

Youth participating with the OCCC will engage in multiple projects related to both food insecurity and climate resilience. While addressing food insecurity youth will load and unload trucks, package boxes of food, deliver to community pantries, and assist community partners with labor support at drive-up distribution events (traffic control, set-up logistics, and data collection). While addressing climate resilience youth will clear fire fuels from public spaces, remove debris from waterways, remove non-native/invasive trees/plants, install native plants and perform other erosion control measures. Much of the climate resilience work will be at the direction of the Orange County Conservation Corps and performed at public parks, trails and wetlands.

Working Wardrobes will coordinate with the County of Orange, OC Sheriff's Department provide a workforce readiness program that includes pre-release services. This program will offer support and workforce readiness services for participants pre-release as well as post-release.

4. What is the proposed start date for programming?

The proposed start date for programming is March 1, 2022. The Santa Ana City Council must approve new and/or expanded contracts prior to program implementation therefore the start date may be adjusted as necessary.

**Section 3: Youth Recruitment/Development**

1. How will the city recruit youth?

The City and its CBO partners have established networks that will be relied upon to disseminate program information. For example, the Youth Services Provider Network through the WORK Center holds meetings on a monthly basis, which brings together community serving organizations who have a youth focus.

The City will also use various media resources including issuance of periodic news releases through its Public Information Officer; posting of electronic program announcements/flyers to social media including Facebook, Twitter, and Instagram and program information on the City's website.



Other outreach strategies will include social media, public service announcements, posting physical program announcements/flyers at all Santa Ana library branches, recreation centers, community and family resource centers, high school and college career counseling centers, and other high-traffic public spaces, distributing e-program announcements to utilities customers and housing voucher recipients; and delivering presentations to probation officers, social services agencies, guidance counselors, and other local youth-serving entities.

2. If you would like to propose your own priority criteria for participants in this program for California Volunteers approval, please do so in this section.

N/A

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

The City, through its subgrantees, will provide career counseling, career exploration, case management, supportive services (transportation, gas cards, clothing, and assistance in locating child care), linkages with alternative secondary education and adult continuing education, and other appropriate referrals.

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

Youth will be paid \$15 dollars for work performed. If a particular assignment exceeds entry level skill sets and proficiency that will be considered and may result in a higher hourly wage. There will be a year-round and a summer track. Year-round assignments will last from 6-12 months while summer assignments will be from 8-10 weeks long.

#### **Section 4: Metrics/Outcomes**

1. Can the city provide the required metrics listed above to CaliforniaVolunteers?

Yes, the baseline metrics are similar to those already captured and recorded for other workforce development programs. However, the additional metrics related to participant outcomes and satisfaction 12 months after program completion will be very challenging as youth participants are very hard to locate and/or unwilling to respond to inquiries/surveys.

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

The following three metrics will prove challenging and we request that they be waived:

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

No.

**Section 5: Budget/Staffing/Communications**

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

The subcontracted teams consist of program managers and specialists (outreach, intake, and eligibility technicians, case managers, and job developers), crew/field supervisors, and project managers. These teams will manage the day-to-day aspects of the program, including as their titles suggest, recruiting participants, ensuring their eligibility, orienting them to the program, assigning them to a work crew, supervising their work/activity, providing them with appropriate wraparound services or referrals and documenting services delivered.

Project SAY is staffed by City of Santa Ana employees who will supervise and direct youth placements at their respective worksites.

City of Santa Ana WDB/WORK Center staff will provide administrative support including fiscal and programmatic oversight, compliance review, and tracking and reporting participant progress/outcomes.

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

Yes.

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

Yes.

City of Santa Ana  
JP1012

## Budget Detail Exhibit B

CaliforniansForAll Youth Workforce Program	
Applicant:	City of Santa Ana

I. Administration (Must Not Exceed 10% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs	Staffing, rent, computer lease		\$ 449,751.40	
Total			\$ 449,751.40	10.0%

II. CaliforniansForAll Youth Workforce Fellows - Wage			
# Requested	Hourly Salary	# of Hours	Total Budget
150	\$ 15.00	160	\$ 360,000.00
140	\$ 15.00	560	\$ 1,176,000.00
Total			\$ 1,536,000.00

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
FICA for Fellows		\$ 254,736.00	\$ 254,736.00
Worker's Compensation		\$ 467,712.00	\$ 467,712.00
Total			\$ 722,448.00

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Sub-Contract	Case Management, Supportive Services including uniforms, tools etc		\$ 1,789,314.60	
Total			\$ 1,789,314.60	39.8%

Total Budget Request	\$ 4,497,514.00
Total # of Fellows	290

List of Partners		
Partner	Status (Proposed or Secured)	Contractual Amount
City of Santa Ana	Secured	\$ 449,752.60
Orange County CC	Secured	\$ 447,328.00
Working Wardrobes	Secured	\$ 447,328.00
CAPOC	Proposed	\$ 222,453.00
Second Harvest	Proposed	\$ 222,453.00
Total		\$ 1,789,314.60

**EXHIBIT B**  
Budget Payment Provisions

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

**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](mailto: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.

**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

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, 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 Santa Ana  
JP1012

**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 15<sup>th</sup> 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.

**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 Santa Ana  
JP1012

**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/](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/](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.

**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.

# Contractor Certification Clauses

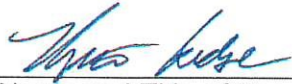
CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Santa Ana	95-6000785

By (Authorized Signature)



Printed Name and Title of Person Signing

Kristine Ridge

Date Executed	Executed in the County of
June 9, 2022	Orange

### CONTRACTOR CERTIFICATION CLAUSES

Approved as to form:

  
Ryan O. Hodge, Assistant City Attorney

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT B

PROGRAM IMPLEMENTATION  
AND BUDGET NARRATIVE

**ORANGE COUNTY CONSERVATION CORPS****CaliforniansForAll Youth Job Corps*****PY 2024 (May 24 – August 24 = 4 months)*****PROGRAM IMPLEMENTATION**

The OCCC shall conduct outreach and recruitment activities to targeted youth ages 18 to 30 who meet eligibility requirements and is within one or more of the following categories defined by the CaliforniansForAll Youth Workforce Development Program. OCCC will also continue to service existing enrollments from prior contract. The OCCC will conduct eligibility screening of all potential youth enrollments per established eligibility guidelines as set forth by the City and will focus on COVID-19 Recovery, Food Insecurities, and Climate Action.

The OCCC shall ensure that allocated funds be used to provide activities in this program for youth who are not younger than 18 or older than 30. Priority will be given to youth who:

- Have not participated in an AmeriCorps program
- Difficulty finding employment
- Are low income
- Are unemployed and/or out of school
- Are justice-involved
- Are in transition from foster care
- Are engaged with the mental health or substance abuse system

Priority applicants (meeting two of the above criteria) should make no fewer than 75% of selected participants. Cities may create their priority criteria for approval by CaliforniaVolunteers if the above criteria do not meet city goals.

The OCCC shall provide youth participants with a thorough program orientation and evidence of the orientation shall be maintained in the participant files which at a minimum should include the following:

- Program goals and objectives
- Length of the training period
- Civil rights and complaint-handling procedures
- Available supportive services
- Anticipated exit dates
- Participant requirements and related activities



The OCCC shall provide an Objective Assessment of the individual's readiness for meaningful work. The assessment will include academic and employability skill levels, service needs of each participant, a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including non-traditional job interests), supportive service needs, and developmental needs of the participant.

The OCCC shall develop an Individualized Service Strategy for each participant that shall identify a career pathway goal, appropriate achievement objectives, and planned supportive services. The OCCC shall provide preparation for post-secondary educational opportunities, strong linkages between academic and occupational learning, preparation for unsubsidized employment opportunities, and effective connections to intermediaries with strong links to the job market and local regional employers.

The OCCC shall provide case management for each youth participant on an ongoing basis. Case managers shall assist youth as needed to ensure successful program completion, job placement, and goal attainment. The case manager will oversee the participant's progress in his/her training activities, and provide counseling, guidance, and crisis intervention.

Program Goals include:

- Referrals to community resources
- Tracking progress on the job
- Increase youth employment to secure a better-paying job
- Career pathway development and further education planning or training
- Assistance with job/work-related problems
- Adult mentoring
- Leadership development
- Supportive services
- Strengthen local government capacity to address community challenges

In those instances, when youth participants will engage in paid work experience outside the direct supervision of the OCCC, the OCCC shall develop worksites that will provide youth with meaningful work experiences with capable, trained supervisors. Each worksite shall receive a supervisor orientation and a copy of a worksite agreement.

- The OCCC shall develop a worksite agreement following established City guidelines, for each worksite training site developed and used for the youth work experience. Worksite supervisors shall receive an orientation regarding

their roles and responsibilities and the intent and purpose of the program. A copy of the executed worksite agreement and evidence of the orientation is to be maintained on file and a copy is given to each worksite supervisor.

The OCCC shall ensure that the services are provided in a manner that is sensitive to literacy, language, and socio-cultural issues, which may impact the participants. They shall have or employ staff who will provide services in the participant's language or obtain interpreters when necessary. OCCC staff shall be trained in cultural differences to ensure their ability to recognize and help participants who demonstrate language or cultural barriers to employment.

The OCCC must certify that it will comply with the California Drug-Free Workplace Act of 1990.

**Orange County Conservation Corps**  
 Californians For All Youth Job Corps  
**Proposal**  
**PY 2024 (May 2024 – August 2024, 4 months)**

**BUDGET NARRATIVE – 4 Months**

**Administrative Staff – .25 FTE & Benefits– \$15,304 or 6.12% of budget**

Administrative staff consists of a small:

Chief Executive Officer 5% FTE - to oversee the organizational development and provide leadership.

Chief Financial Officer 10% FTE - to perform various administrative functions including; general & financial management, payroll, accounts payable and office coordination.

Accounts Payable 10% FTE - to perform various administrative functions including; processing invoices and executive office support.

Taxes and benefits include state unemployment at 6.2% of first \$7,000 earned, 7.65% FICA, workers compensation, retirement plan and health benefits.

**Programmatic Staff – 2.85 FTE – \$78,563 or 31.43% of budget**

Program staff consists of up to 9 individuals of which 1 Program Specialist will be exclusively dedicated to ensure the programmatic success of the grant which includes recruit, enroll youths and overall case management. Other programs staff will be involved to provide overall support, leadership, management, coordination, daily supervision, work experience, training engagement and mentorship of enrolled youths.

Program Specialist – 110% FTE: fully responsible for the success of grant

Director of Operations – 10% FTE: WEX project acquisition and management

Operations Manager – 10% FTE: WEX daily projects management

Payroll Specialist – 10% FTE: WEX tracking and processing of timesheets

IT Manager – 10% FTE: Tracking and reporting of participants activities

Program Manager – 10-% FTE: supervise all aspect of programs including WEX

Crew Supervisor I – 125% FTE: WEX project supervision and mentorship

Taxes and benefits include state unemployment at 6.2% of first \$7,000 earned, 7.65% FICA, workers compensation, retirement plan and health benefits.

**Participant Wages, Taxes and Benefits – \$131,062 or 52.42% of budget**

Wages are paid directly to carried-in and new participants who earn a minimum of \$16.00 per hour and are scheduled to work up to 29 hours per week while enrolled in our program. Taxes and workers compensations are directly associated with participants wages and are paid by the Corps. Up to 40 participants averaging 29 hours per week average @\$16 per hour, NOT including any additional leveraged wages by OCCC. Additional costs include taxes, workers compensation, sick pay and eligible retirement contribution.

**Orange County Conservation Corps**  
Californians For All Youth Job Corps  
**Proposal**  
***PY 2024 (May 2024 – August 2024, 4 months)***

**Support Services and Incentives – \$18,270 or 7.31% of budget**

Supportive Services for carried-in and new participants mainly include uniforms, bus passes, gas reimbursements and incentives. Other supportive service may include hotel voucher, car repair, tattoo removal, dress for success, material and supply for certification training and any other related costs in helping the participants to successfully complete the program. Incentives are costs associated with prepaid cards given directly to the participants for successfully completing or accomplishing certain required or encouraged milestones. These include obtaining certification, earning a high school diploma and other milestones.

**Operational Support - \$6,800 or 2.72% of budget**

Operational support include facility related, proportional cost of facility lease, maintenance and miscellaneous supplies. Other include insurance, telecom, utilities and transportation related expenses.

**Budget Summary**

Overall, almost 59.73% of the budget is directly benefiting the participants in form of wages, supportive service (gas reimbursement, uniforms, gears) and incentives (prepaid cards).

Over 93% of the budget is geared toward programmatic expenses, where less than 7% is directed to administrative costs.

In addition to the budget, the Corps will also be leveraging of various costs associated with operating the program throughout and at the end of grant so that our participants services will not end abruptly once the contract ends.

**Tracking**

OCCC uses timesheets to track all participant hours in additional and/or daily field sign-in sheet. Time cards are generated bi-weekly and are signed off by participants with the corresponding supervisor. Various labor distribution reports are used to track participant hours and earnings. Incentives and supportive services are requested through an applicable form with proper approval before they are delivered. Incentives and supportive services report can be generated at will from our tracking databases.

Subcontracting – OCCC **does not** subcontract any obligations or duties in this proposal.

**Orange County Conservation Corps**  
**Youth Jobs Corps**  
**Program Year 2024**  
**May 2024 - August 2024 (4 Months)**  
**City of Santa Ana**

<b>Staff Salaries &amp; Wages</b>		<b>% FTE</b>	<b>\$ FTE Taxes &amp; Benefits</b>		<b>Sub-Total</b>	<b>Totals</b>	
Chief Executive Officer	K. Muniz	5.00%	3,916.00	783.20			
Chief Financial Officer	T. Huynh	10.00%	6,984.67	1,396.93			
Accounts Payable	N. Hiraes	10.00%	1,853.00	370.60			
<b>Total Administrative</b>			12,753.67	2,550.73		15,304.40	6.12%
Director of Operations	J. Volp	10.00%	4,872.67	974.53			
Project Manager	J. Newton	10.00%	4,438.00	887.60			
Payroll Specialist	S. Cortez	10.00%	2,579.33	515.87			
IT Manager	P. StOnge	10.00%	4,544.00	908.80			
Supervisor I	TBD	75.00%	14,352.00	2,870.40			
Supervisor II	TBD	50.00%	9,568.00	1,913.60			
Programs Manager/Supervisor	S Soria	10.00%	3,188.67	637.73			
Program Specialist	TBD	100.00%	19,933.33	3,986.67			
Program Specialist	TBD	10.00%	1,993.33	398.67			
<b>Total Programatic &amp; WEX Management</b>			65,469.33	13,093.87		78,563.20	31.43%
		<b>Avg WEX</b>	<b># hrs/wk Wages &amp; Benefits</b>				
<b>Participants WEX &amp; Supportive Services</b>							
Wages					\$ 108,631.00		
Taxes, WC & Benefits					22,431.40	131,062.40	52.42%
<b>Supportive Services and Incentives</b>							
Supportive Services (Trainings and Supportive Services)					10,800.00		
Uniforms & Gears					4,770.00		
Incentives					2,700.00	18,270.00	7.31%
<b>Operational Support</b>		<b># Months</b>		<b>Avg. Month</b>			
Facilities Related and Supplies (lease, janitorial, maint, office & field supplies etc...)	4		750.00	3,000.00			
Insurance (liab, D&O, excess)	4		350.00	1,400.00			
Telecom and Utilities	4		300.00	1,200.00			
Transportations (leasing, insurance, maintenance, fuel)	4		300.00	1,200.00			
						6,800.00	2.72%
<b>Total Proposed Budget</b>						<b>250,000.00</b>	<b>100.00%</b>

**From:** [City of Santa Ana](#)  
**To:** [Goodson, Audrey](#)  
**Subject:** Internal Notice of Compliance  
**Date:** Wednesday, January 17, 2024 3:40:54 PM

---



## NOTICE OF COMPLIANCE

**CITY STAFF: PRINT THIS PAGE AND INCLUDE WITH AGREEMENT TO THE CLERK OF THE COUNCIL**

**Contractor Name:** Orange County Conservation Corps

**Project Number:** A-2022-127-01

**Project Name:** Extension of Agreement Under The Workforce Innovation and Opportunity Act (A-2022-127)

**The Certificate of Insurance (COI) submitted indicates that the coverages comply with the insurance requirements.**

**The compliant coverage(s) are:**

TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	COI DATE	FILE NAME
ABUSE & MOLESTATION	PAC515468019	10/01/2024	10/02/2023	OCCC 10012024.pdf
AUTOMOBILE LIABILITY	CAP099124910	10/01/2024	10/02/2023	OCCC 10012024.pdf
GENERAL LIABILITY	PAC515468019	10/01/2024	10/02/2023	OCCC 10012024.pdf
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NPUWCG0012024	01/01/2025	12/14/2023	OCCC WC 01012025.pdf

***No further action is required at this time.***

Thank you,

**City of Santa Ana**  
**Risk Management Division**

*in partnership with*

CTrax Plus Services Team

1/17/2024 6:40 PM