

**CALIFORNIA VOLUNTEERS
SUBCONTRACTOR AGREEMENT BETWEEN
THE CITY OF SANTA ANA AND
WORKING WARDROBES**

THIS CALIFORNIA VOLUNTEERS, CALIFORNIANSFORALL YOUTH WORKFORCE DEVELOPMENT PROGRAM, GRANT AGREEMENT (“CA4All Agreement”), is hereby made and entered into this 15th day of November, 2022, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“Contractor”), and Working Wardrobes, 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”). A true and correct copy of the State CA4All Agreement is attached hereto as Exhibit A and incorporated herein by this reference.
- D. 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.
- E. 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.
- F. 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 Proposal 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 May 1, 2024, unless otherwise terminated, cancelled or modified according to the terms of this CA4All Agreement.

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 May 1, 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.

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.

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 **\$100,00** 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, 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. 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

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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.

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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.

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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
 (714) 647-5378
 (714) 647-6549 FAX

SUBRECIPIENT:

Working Wardrobes
 2000 E. McFadden Ave, Suite 100
 Santa Ana, CA 92705
 714-210-2460

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

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

WORKING WARDROBES

By: 

RYAN O. HODGE
Assistant City Attorney



Name: *Mary Ann Profeta*
Title: *Chief Program Officer*

RECOMMENDED FOR APPROVAL

MICHAEL GARCIA
Executive Director
Community Development Agency

EXHIBIT A

STATE CA4ALL AGREEMENT

STATE CONTRACT NUMBER JP1012

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

JP1012

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 Santa Ana

2. The term of this Agreement is:

START DATE

June 7, 2022

THROUGH END DATE

May 1, 2024

3. The maximum amount of this Agreement is:

\$4,497,514.00 or Four-Million, Four-Hundred Ninety-Seven Thousand, Five-Hundred Fourteen 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 Santa Ana

CONTRACTOR BUSINESS ADDRESS

20 Civic Center Plaza

CITY

Santa Ana

STATE

CA

ZIP

92701

PRINTED NAME OF PERSON SIGNING

Kristine Ridge

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

Kristine Ridge

DATE SIGNED

6/9/2022

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

Anthony Chavez

DATE SIGNED

6/13/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

ATTEST:

N. A. Gomez
for CLERK OF THE COUNCIL
Daisy Gomez



Clerk of the Council, MMC

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.

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.

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.

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.

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.

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.

**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)



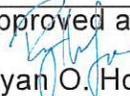
Printed Name and Title of Person Signing

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 lessor 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, 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 PROPOSAL



City of Santa Ana and Working Wardrobes CA4All Youth Program Proposal

For the past 32 years, Working Wardrobes has proudly delivered comprehensive career development and job training services to over 115,000 men, women, young adults, and veterans. We understand the multiple barriers to employment that young adults face and we create an environment of dignity and respect that allows clients to become their best, most confident selves. We are prepared to work with clients and tailor our approach to best suit their needs to move them to the next level for their individual success.

The goal of this proposal is for City of Santa Ana CA4All Youth Program and Working Wardrobes to partner to offer our workforce readiness workshops with the option of adding professional wardrobe services. We look forward to assisting and supporting the at-promise youth within your organization as they prepare to enter the workforce.

1. Workforce Readiness Workshops

The workshops listed below are a sample of topics that can be presented at the City of Santa Ana Work Center or Working Wardrobes. Each workshop is 1 hour and includes all materials and a certified facilitator.

The Power of Your Image

- This workshop aims to enhance a client’s credibility by motivating them to be more conscious of projecting a positive and professional image through both visual and verbal communication. We focus on the power of first impressions including a winning handshake and appropriate eye contact. We also discuss different clothing styles and how to find what works best for each individual, how to make the most of the clothing each participant has and provide grooming tips for men and women.

Job Search Strategies

- Learn techniques to help you in your job search process including where to search for jobs and the “hidden job” market. Discover how to market your skills and abilities to employers. Create a job search strategy to help you stay focused on proactive in your job search.

The Art of the Resume

- Discover the building blocks to creating a resume. Obtain tips and techniques that help you to update and display your skills in a way that attracts employers.

Tips and Tricks for Virtual and In-Person Interviewing

- Understand the virtual world of interviewing including tips on how to prepare and stand out to the employer, answer tough questions, and feel confident using the technology.

Social Media Etiquette

- This workshop provides an opportunity for students to learn about and engage in professional social media usage. Students will learn the importance of projecting a professional image across all social media outlets including tips on setting up a LinkedIn profile.

Workplace Excellence Soft Skills Workshops

- Today's companies demand essential workplace skills when hiring, retaining, and advancing quality employees. *The Workplace Excellence Series* is a powerful tool to help job seekers and incumbent workers master soft skills for workplace success during the job search and on the job. Clients enroll in soft skills training, which identify essential skills required for on-the-job success. As a result, clients are hired faster, perform better, and retain employment longer, positioning them for professional success and self-sufficiency.

Topics include:

- **Adaptability**-navigating success in the workplace
- **Dependability**-maximizing your time in the workplace
- **Reasonability**-managing your mindset in the workplace
- **Respectability** – thriving in a multi-generational workplace
- **Suitability**-fitting into the culture of the workplace
- **Transitionability**-making a smooth job transition
- **Workability**-realities & expectations in today's workplace
- **Writeability**-written communication in the workplace

Fee per workshop: \$500.00

2. Career Success Center Services

- **Job Search Lab “drop-in” services**
 - Services include:
 - Use of our computers for job search purposes
 - Resume assistance and preparation *appointment preferred*
 - One-on-one practice interviewing
 - Job placement assistance
 - Use of our job board and resources wall

Job search lab services are available Monday-Thursday 10am-3pm on an ongoing basis to any of your clients. Appointments are required and can be made in person or virtual. There is no fee for service.

3. Professional Wardrobe Services

Personal shoppers assist each client in selecting appropriate career attire including professional clothing, shoes, and accessories. We offer excellent quality clothing and accessories for both men and women. Job seekers select a new “success suit” with the assistance of a trained ‘Personal Shopper’ in an inviting, department store-like setting. This comprehensive “shopping” experience is designed with an emphasis on the dignity and respect of each person we serve. It is our goal that our clients’ look and feel successful, so they have the confidence necessary to succeed in their interviews and in their careers.

This package provides a week’s worth of items to mix and match professional and business casual options.

Career Success Package	DESCRIPTION	Women (size 0-12)	Women (size 14+)	Men (up to size 44 jacket)	Men (size 46+ jacket)
Women’s Career Success Package - 3 Outfits	1 suit, 3 blouses, 2 bottoms (dress, pant, or skirt), 1 pair of shoes, 1 purse and 3 accessories (belt or jewelry)	\$325	\$375		
Men’s Career Success Package - 3 Outfits	1 suit, 2 pants, 3 dress shirts, 3 ties, 1 belt and 1 pair of shoes			\$325	\$375

4. Payment Terms

- Provide payment for invoices within 30 days of receipt from Working Wardrobes.
- If payment is not received within 60 days of the billing, Working Wardrobes will cease to accept referrals from the partner agency until the past due invoice(s) is paid in full.

We look forward to working with you and making a positive impact on the lives of your clients.

Sincerely,

Mary Ann Profeta
Chief Program Officer
Working Wardrobes