

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

696 A



FROM: Community Action Partnership

SUBMITTAL DATE:
June 3, 2014

SUBJECT: Agreement #11AFHY20-PG30 with OPR / California Volunteers. District 4 [\$49,500]

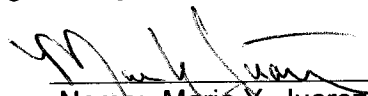
RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement between the OPR / California Volunteers and Community Action Partnership of Riverside County (CAP Riverside) for the term May 12, 2014 through October 31, 2014;
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.
3. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.

BACKGROUND:

Summary

CAP Riverside has successfully operated an afterschool mentoring/tutoring program in Western Riverside


 Name: Maria Y. Juarez, CCAP
 Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 49,500	\$	\$ 49,500	\$	Consent <input type="checkbox"/> Policy
NET COUNTY COST	\$ 0	\$	\$ 0	\$	

SOURCE OF FUNDS: 100% OPR / California Volunteers	Budget Adjustment: Yes
	For Fiscal Year: FY13/14

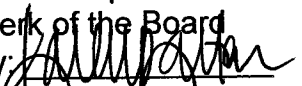
C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: June 3, 2014
 CAP, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: _____ District: 4 Agenda Number: 3-5

SCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: 
 Esteban Hernandez
 Departmental Concurrence
 DATE: 5/27/14
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: 

A-30
 4/5 Vote
 Positions Added
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement #11AFHY20-PG30 with OPR/California Volunteers. District 4 [\$49,500]

DATE: June 3, 2014

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

County middle schools under its Project L.E.A.D. (Linking Education, Advocacy and Development) Program. The 2013 CAP Riverside Community Needs Assessment identified a need for similar services in Eastern Riverside County, particularly in the poverty pockets of Mecca, Thermal and Oasis. This need is also demonstrated by the higher than average attendance of youth at Cool/Warm Centers in these communities. Youth come to the centers not only seeking relief from severe weather, but also to get homework assistance from volunteers staffing the centers.

The National Corporation via the California Volunteers has awarded CAP Riverside \$49,500 for a 5-month planning grant to develop a proposal to provide Project L.E.A.D. services to Eastern Riverside County. California Volunteers will provide technical assistance to the planning process. The AmeriCorps planning grant provides CAP Riverside with staff to research, develop, and write a grant proposal for a multi-year (2015/2017) AmeriCorps operational grant to support an Eastern Riverside County Project L.E.A.D. Program.

Impact on Residents and Businesses

At-risk low-income youth in Eastern Riverside County do not reach their full potential as contributing members of the community. This is evidenced by poor school attendance, disciplinary problems, excessive school drop-out rates, lack of competitive job skills, and minimal positive social relationships with adults and youth peers. It is nationally recognized that at-risk youth who are engaged by mentors/tutors in an after school program will increase their academic scores and positive social behaviors, and reduce their at-risk behaviors. Project L.E.A.D. positively impacts youth in early adolescence, encourages greater levels of civic responsibility and life-long community engagement in youth. Each year CAP Riverside provides afterschool mentoring/tutoring services to over 9,600 youth in 8 middle schools in Western Riverside County. The AmeriCorps Planning Grant seeks to expand the Project L.E.A.D. Program to Eastern Riverside County to serve the over 10,000 youth living in Mecca, Thermal and Oasis.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds would be required.

Contract History and Price Reasonableness

National Corporation via the California Volunteers has made funding available to CAP Riverside for a new planning grant.

ATTACHMENTS:

BUDGET ADJUSTMENT

See attached Schedule "A" reflecting the difference in funding.

SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2013/2014

INCREASE IN EST. REVENUE:

CAARC-21050-5200300000-781360	Other Misc Rev	\$49,500
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200300000-527780	Special Program Expense	\$ 49,500
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TOTAL		\$ 49,500
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CLERK'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER
11AFHY20-PG30

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
OPR / California Volunteers


CONTRACTOR'S NAME
Community Action Partnership of Riverside County

2. The term of this Agreement is: **May 12, 2014** through **October 31, 2014**

3. The maximum amount of this Agreement is: **\$49,500.00**

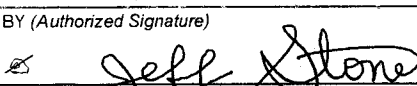
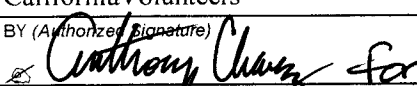
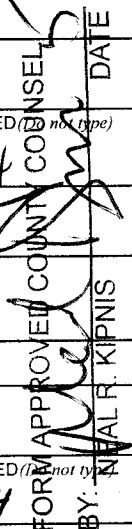
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- Exhibit A – Program Narrative, Scope of Work for Panning Grant
- Exhibit B – Budget Form, Budget Narrative, Confirmed Match Assurances
- Exhibit C* – General Terms and Conditions - GTC 610
www.ols.dgs.ca.gov/Standard+Language
- Exhibit D – California Volunteers Policies and Requirements
- Exhibit E* – Federal Regulations and Provisions Governing AmeriCorps Programs
http://www.nationalservice.gov/pdf/45CFR_chapterXXV.pdf
<http://www.nationalservice.gov/sites/default/files/documents/FinalProvisions6-25-13.pdf>
- Exhibit F – AmeriCorps Program Assurances and Certificates
- Exhibit G – Resources and Reference Materials

ATTEST:
KECIA HARPER IHEM, Clerk
By  DEPUTY

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County		
BY (Authorized Signature) 	DATE SIGNED (DD, mo, type) 6/3/14	
PRINTED NAME AND TITLE OF PERSON SIGNING JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS	DATE	
ADDRESS 2018 Iowa Ave., Suite B-102 • Riverside, CA 92507		<input checked="" type="checkbox"/> Exempt per: A G Opinion No. 80-111, SCM Sections 3.17, 4.04, and 5.80
STATE OF CALIFORNIA		
AGENCY NAME California Volunteers		
BY (Authorized Signature) 	DATE SIGNED (DD, mo, type) 6/6/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Baker, Chief Service Officer		FORM APPROVED COUNTY COUNSEL BY:  DATE
ADDRESS 770 L Street, Suite 1160, Sacramento, CA 95814		

2014-7-123505

JUN 03 2014 3-5

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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

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Exhibit A: Scope of Work **Project Period (May 12, 2014 – October 31, 2014)**

I. Purpose of Planning Grant

The purpose of AmeriCorps planning grants is to support the development of program components essential in building an operating AmeriCorps program and assist grantees to better prepare for submitting an AmeriCorps operating grant proposal for funding consideration. The Subgrantee agrees to engage in planning and program development efforts that will result in the “planning grant products” described below. Planning grants may not be used to support AmeriCorps members.

To ensure a fair process, the Subgrantee is aware that once CV has issued the 2015 AmeriCorps Request for Applications (RFA), CV staff must refrain from providing technical assistance including providing feedback on planning grant products received by CV after the release of the 2015 RFA. To receive feedback from CV on any planning grant product, the completed planning grant product must be received by CV prior to the release of the 2015 *AmeriCorps Request for Grant Applications*.

II. Planning Grant Deliverables

The Subgrantee shall prepare the planning grant deliverables/products (A-J) described below, ensure that each is of sufficient quality to adequately serve their intended purpose and submit all completed planning grant documents to CaliforniaVolunteers according to the deadlines specified in its final planning process and timeline and/or in this Exhibit. All planning grant products must be received by CV no later than September 30, 2014. CaliforniaVolunteers reserves the right to reject the documents and withhold corresponding payments for any documents not meeting this quality standard.

- A. Final Planning Process and Timeline** –Subgrantee shall submit a final planning process and timeline to CV by May 30, 2014. The planning process and timeline must address any CV feedback provided and specify the date when each of the planning grant products will be completed and submitted to CV.
- B. Community Need Summary**--The community need summary should paint a picture of the target community and the compelling community need to be addressed; and describe why and how this need was selected, recent local/regional demographic data/statistics supporting the need, and background on the chronic causes of the issue. The community need summary should include the following:
- *Scope*: Who and how many are directly affected? How severe is this?
 - *Significance*: What makes this a compelling need? Is it likely to become worse? What will happen if we do nothing?
 - *Cause(s)*: Why does the need exist? How is it perpetuated?
- C. Theory of Change/Logic Model Chart**--Successful applicants will be required to complete a detailed theory of change (logic model) using the Logic Model Worksheet provided by CV. A theory of change is a description of how and why as set of activities are expected to lead to early, intermediate, and long-term outcomes over a specified period (Anderson, 2000). A logic model is a graphical representation of program activities and their intended outcomes as depicted in the theory of change. See 2014

AmeriCorps Planning Grant Application Instructions and Forms, Appendix A. The logic model shall depict:

- Number of locations or sites in which members are providing services
- Number of AmeriCorps members that will be delivering the intervention
- The core activities that define the intervention or program model that members will be implementing or delivering
- The duration of the intervention (e.g., the total number of weeks, sessions or months of the intervention)
- The dosage of the intervention (e.g., the *frequency* or number of sessions per week, the *intensity* or length of each session, and *duration* or total weeks of sessions)
- The target population for the intervention (e.g., disconnected youth, third graders at a certain reading proficiency level)

D. Evidence-Informed or Evidence-based Intervention—Successful applicants will be required to submit a description of the intervention and of the studies and evaluations conducted providing evidence that the proposed intervention is effective for the proposed population and community challenge. The description must include specific citations of studies and/or publicly available evaluation and research reports. The following describes four tiered evidence levels that are considered in the evaluation of AmeriCorps operating grant applications.

- Pre-preliminary evidence means the applicant presents evidence that it has collected quantitative or qualitative data from program staff, program participants, or beneficiaries that have been used for program improvement, performance measurement reporting, and/or tracking. An example could be gathering feedback from program participants following their service year.
- Preliminary evidence means the applicant presents an initial evidence base that can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least 1 non-experimental study conducted on the proposed program (or another similar program that uses a comparable intervention). A study that demonstrates improvement in program participants over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: 1) outcome studies that track program participants through a service pipeline and measure participants' responses at the end of the program; and 2) pre- and post-test research that determines whether participants have improved on an intended outcome.
- Moderate evidence means the applicant presents a reasonably developed evidence base that can support causal conclusions for the specific program proposed by the applicant with moderate confidence. The evidence base consists of 1 or more quasi-experimental studies conducted on the proposed program (or another similar program that uses a comparable intervention) with positive findings on one or more intended outcome OR 2 or more non-experimental studies conducted on the proposed program with positive findings on one or more intended outcome OR 1 or more experimental studies of another relevant program that uses a similar intervention. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between

the group receiving the intervention and a matched comparison group (i.e. a similar population that does not receive the intervention).

- Strong evidence means the applicant presents an evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of 1 or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcome.
- E. **Performance Measurement Worksheets**--Performance measurement worksheets are designed to capture all AmeriCorps member activities and service hours. Performance measures are quantifiable goals developed by programs to determine the impact of AmeriCorps on communities and participants. See *2014 AmeriCorps Planning Grant Application Instructions and Forms, Appendix B*.
- F. **Program Diagram**--The program diagram is a graphic presentation of the AmeriCorps program's structure that includes information on staffing, member supervision, placement sites, member positions and slot types allocated to each site, and the anticipated number of "high-need" beneficiaries to be served at each site.
- G. **Partner Plans**. To ensure that AmeriCorps programs are reflective of the communities in which they serve, are supported by the community, and assist the program in instituting long-term change and sustainable solutions to community needs, community partnerships are required for an operating grant. Partnerships should be identified through the planning period and include *a minimum of three independent organizations* that include *at least one public and one private partner* (nonprofit or for-profit entity). 501(c)(3) nonprofit organizations are considered private entities. The primary members of the partnership must each have a significant role in planning, operating, and sustaining the program. The partner plans must describe the AmeriCorps program's major partners and each partner's contribution to the program in supporting the implementation, oversight, and sustainability of the program.
- H. **Member Plans**. The member plans provide a blue print for how the partnership will recruit, select, train, place, and evaluate AmeriCorps members. The plans should also contain information on how members will be supervised and supported throughout their terms of service.
- I. **Finance Plans**. The finance plans will consist of a completed program operating budget and narrative describing how the partnership would sustain the proposed program beyond federal support, including securing the matching funds necessary to support program costs.
- J. **Operating Grant Proposal**
The Subgrantee shall submit an operating grant proposal based on completed planning grant products B-I (above) within CVs' 2014 RFA to CV by September 15, 2014. CaliforniaVolunteers will review the 2014 proposal submittal and provide feedback to the grantee. Grantees are also expected to submit a formal operating grant application responding to the *2015-16 AmeriCorps Request for Applications* to be released in the fall of 2014.

Note: To ensure a fair process for all potential applicants, once CV has issued the *2015-16 AmeriCorps Request for Applications*, CV staff must refrain from providing individual technical assistance including providing feedback on planning grant products from the planning phase.

III. Training and Technical Assistance

The subgrantee shall ensure that appropriate staff participate in any training and technical assistance events provided by CaliforniaVolunteers (CV) and shall be responsible for ensuring that trainings/technical assistance received are appropriately incorporated into planning grant deliverables. Assistance on each deliverable will be outlined during training.

Narratives

Executive Summary

This planning grant will be used to develop an AmeriCorps program, which will engage AmeriCorps members (members) to provide youth mentoring, tutoring, life skills development training, and enrichment activities in Eastern Riverside County (Supervisory District 4). Members will address the academic and healthy living needs of low-income youth age 18 years and younger. Program activities will primarily be in the areas of Education and Healthy Futures.

Rationale and Approach

Community Action Partnership of Riverside County (CAP Riverside) is applying for an AmeriCorps planning grant in the amount of \$50,000 to develop the infrastructure of a strong community-based afterschool program in Eastern Riverside County. The program would be modeled after CAP Riverside's original AmeriCorps program Project L.E.A.D. (Linking Education, Advocacy, and development). Project L.E.A.D. is a school-based afterschool mentoring/tutoring program at select middle schools in Western Riverside County. It has been determined that school-based afterschool programs in Eastern Riverside County are sufficiently funded in this area and do not require leveraged support. However, many youth living in rural and remote areas of Eastern Riverside County do not have access to school programs. Local partners, including school districts and Parks and Recreation, have identified that community-based afterschool programs offer the best opportunities. CAP Riverside hopes to, in the five month planning phase, develop an afterschool plan that can be implemented at local community-based organizations and achieve partnerships, sites, member recruitment / training plan, and develop academic/healthy living curriculum and activities.

* the community need you plan to address with your AmeriCorps program: The compelling community needs that Project L.E.A.D. addresses are that children and youth in Riverside County are at a high risk of dropping out of school and becoming involved in at risk behaviors resulting in a lower level of self-sufficiency in adulthood.

* your vision for using AmeriCorps national service as a strategy to address the need identified: CAP Riverside's vision is to increase community volunteerism as an engagement of community members in the pride and growth of their community and investment in the future of their youth. AmeriCorps members are being sought for Project L.E.A.D. for several reasons: 1) AmeriCorps is a proven national model of community volunteerism's positive impact on community economic development; 2) provides an excellent opportunity for the participants to gain life-long skills, develop a pattern of community service and gain funding for their educational needs; 3) AmeriCorps members bring a

Narratives

willingness to serve, enthusiasm, energy and motivation that is essential to working with the targeted protégés; 5) although mentors are available in programs throughout Riverside County, mentors have not been available to work with youth in these programs. Community-based afterschool programs lack the needed mentors to provide critical mentoring/tutoring services especially in rural and remote communities.

* how AmeriCorps will enhance and/or build your organization/partnership's capacity to deepen the impact of service to individuals or communities: Community Action Partnership of Riverside County (CAP Riverside) has over the past two years tried to implement a community-based afterschool program in poverty communities in Eastern Riverside County. Communities such as Mecca, Oasis and Thermal have the highest poverty counts, exceeding the county's 16.1% average. Youth living in these poverty pockets have higher school drop-out rates, lower academic scores, and poor future job opportunities. The planning grant would give CAP Riverside resources to dedicate to building this program; securing memorandums of participation, identifying/securing facilities to serve a contingency of youth, mapping out and securing supplies required for program activities, and developing a training curriculum for members and youth for an afterschool program. The AmeriCorps name lends prestige to any program that is developing partnerships. AmeriCorps also provides proven training curriculum and techniques to develop skilled members. While CAP Riverside no longer has an AmeriCorps program, it has retained its training curriculum and principles. This has resulted in Project L.E.A.D. volunteers being considered the best trained mentors/tutors by the school districts.

2. Provide a) a detailed description of your planning process. A planning staff member will be hired to develop an AmeriCorps program that will be community-based. The staff member will be responsible for developing: 1) the overall plan; 2) partner recruitment and engagement (match support); 3) member recruitment, training, and supervision plan; 4) site and member guidebooks; 5) afterschool program curriculum and activities plan; 6) evaluation /monitoring plan; and 7) the sustainability plan.

b) a timeline for planning activities. Timeline:

May

* Conduct targeted community needs assessment

* Identify and recruit potential partners

Narratives

- * Start development of Plan
- * Research other evidence-based interventions
- * Start development of Member recruitment / training / supervision Plan
- * Start development of afterschool curriculum and activities
- * Start development of site and member handbooks

June

- * Partners secured
- * Start development of Evaluation Plan and tools

July

- * Overall Plan finalized
- * Member recruitment / training / supervision Plan completed (handbooks completed)
- * Partners handbook completed
- * Start development of sustainability plan

August

- * Evaluation Plan and tools completed

September

- * Prepare to roll-out program
- * Complete sustainability plan

c) how you will use the planning period to develop your capacity to effectively manage an AmeriCorps program including, but not limited to: determining the specific community need to be addressed by your AmeriCorps program; CAP Riverside will conduct a localized community needs assessment to determine target population's attitudes and likelihood of engagement for a community-based afterschool program. Results will be tabulated, analyzed, and reported on specific needs, communities of needs, demand for service, and projected engagement by community.

* determining the most appropriate evidence-based interventions to address the community need identified; Mentoring is a proven strategy for reducing the likelihood that youth will engage in at-risk behaviors, resulting in problems such as dropping out of school, illiteracy, drug abuse, gang

Narratives

involvement, teenage pregnancy, unemployment and welfare dependency. According to Preventing Crime: What Works, What Doesn't and What's Promising, The Office of Justice Program's Research Report, University of Maryland, 1997, "Mentors can develop much stronger bonds with juveniles at risk than persons working in other youth service environments. They can gain the power of 'legitimacy' based on a pattern of respect and support which the mentor establishes with the juvenile, so that the approval and attention becomes a valued resource." The planning staff will explore other research/evidence-based interventions in consideration of the best strategies to use to change behavior and achieve outcomes.

- * determining an appropriate performance measurement system to ensure that reliable data is gathered to demonstrate impact on the target beneficiaries to be served; CAP Riverside currently has robust data collection systems that produce unduplicated counts within programs. The planning staff will customize the existing system to comply with AmeriCorps data tracking requirements and to collect data that best demonstrates impact. A reporting schedule based on data collection schedule will be developed and published. Evaluation tools will be assessed for selection of the best instruments to use to measure results. Evaluation results will be tracked both as qualitative and quantitative with the assistance of partners, trainers, and supervisors.

- * Developing plans for recruiting, selecting, and training AmeriCorps members with desired qualifications; The planning staff will develop a Criteria-based application to consider potential members. Criteria will be based on the National Service requirements and standards. A Recruitment timeline will be developed to ensure enrollment of eligible members by the start of the AmeriCorps program. A Training schedule will be developed to cover the cost of the member term of services, with provision for documents, recognition, and peer training/mentoring opportunities. It is estimated that this process will be completed within the first 60 days of the planning grant.

- * developing a member supervision plan and standards necessary to maintain both content and intervention integrity during implementation for placement sites, members activities, and staff; The planning staff will develop a supervision handbook and training workshop(s) to ensure all related National Service standards are met and maintained. The handbook and all training materials will be available in hardcopy and electronically from the CAP Riverside website. It is estimated that this process will take approximately 90 days to complete.

- * creating a process for selecting operating and service/member placement sites (if applicable) that will ensure the most appropriate and capable organizations are selected; The planning staff will develop a Criteria-based application to consider potential sites. Criteria can include such requirements

Narratives

as: 1) the site must be open until 6:30 PM Monday through Friday; 2) the site must allow admission to youth; 3) the site must primarily serve low-income residents; etc. Target sites will be identified from the community needs assessment and partnership canvassing. As this pilot model is community-based and not school-based, it is critical that site partnerships reside with community organizations such as community centers, Boys & Girls Clubs, low-income apartment complexes, etc. It is estimated that this process will be completed within the first 60 days of the planning grant.

* determining an appropriate staffing structure that has the necessary content and management expertise for successful implementation; The planning staff will develop a program Table of Organization (TOO) to identify key roles and responsibilities. Position Descriptions will reflect necessary skills and experience. Partners will be consulted to ensure appropriate representation on the Table of Organization. Each position will identify an existing staff member or a position to be filled. Positions to be filled will be recruited from the County of Riverside Temporary Assignment Program. Work order and screening will be implemented during the planning phase to ensure timely start date.

* developing plans to engage partnering organizations. CAP Riverside will secure Memoranda of Understanding (MOU) and Letters of Support (LOS) from all partners who will be providing resources and referrals to the program. Resources include, but are not limited to: community after school site and space; copying; storage; tutoring and enrichment activities supplies; member recruitment, outreach, marketing, screening, training, and supervision; site management; data and evaluation tracking; and member recognition. The MOUs comply with OMB circular requirements that mandate the same level of contract compliance by partners as expected of CAP Riverside. Partner recruitment plans consist of: 1) identifying most appropriate partners; 2) negotiating leveraging of resources; 3) developing terms of the MOU; and 4) securing appropriate signatures.

* determining the most effective strategies/plans to ensure adequate program oversight and compliance with AmeriCorps rules and regulations; and The planning staff will develop guidelines and strategies that parallels with the AmeriCorps rules and regulations. Oversight and compliance requirements will be incorporated into the overall Plan.

* developing plans to design a cost-effective program including how you will secure diverse non-federal resources that will support your operating program implementation and sustainability. The planning staff will develop a resource/fund development plan that incorporates cash and non-cash support / resources. The plan will also include a sustainability plan to continue the program once AmeriCorps funding has ended.

Organizational Capability

Narratives

1. Describe the applicant organization's experience and staffing and management structure to plan and implement the proposed planning project: All CAP Riverside staff positions are permanent and full-time (FTE). The Program Manager / Evaluator is a Certified Community Action Professional (CCAP), a national credential awarded to persons recognized as leaders on anti-poverty issues and programs in the United States. The staff and volunteers of CAP Riverside are reflective of the county's diverse cultures, languages, races, and faiths. A Table of Organization will be developed to identify program staff and roles. CAP Riverside has 34 years of experience in planning, implementing, and managing pilot programs. Pilot programs go through two years of rigorous testing under the guidance of experienced staff before taking on the status of a permanent program. All planning staff have at minimum a Bachelor's degree and have direct service and program management experience. The Executive Director has the senior oversight of all programs. The Planning Division Manager will serve as the Program Manager/Evaluator. An experienced Community Program Specialist II will be hired to serve as the Program Coordinator. The draft Plan will be reviewed by the Program Manager/Evaluator and Executive Director for final approval.

2. Describe the applicant organization's prior experience administering AmeriCorps grants or other federal funds: CAP Riverside received an AmeriCorps grant in 2000 for a school-based after school program serving four school districts, representing 11 middle schools and 86 Full-Time Equivalent (FTE) members. The program successfully met outcomes and goals. During the Congressional budget cuts in 2003, CAP Riverside's AmeriCorps grant, along with many other Californian AmeriCorps programs, was cut. However, the program had become so important to community, the school districts and schools banded together with CAP Riverside to sustain the program through cash and in-kind support. It has been sustained for the past eleven years. Project L.E.A.D. has recruited and trained over 380 of volunteers, and served over 51,000 youth since its implementation in 2000.

3. Describe the role key staff, board of directors, administrators, and/or key partners will play in the planning process:

* The Executive Director (Maria Y. Juarez, CCAP) (Grantee funded 0.05 FTE) has the senior oversight of all programs. She is responsible for the execution and compliance of the Planning Grant contract.

* The Assistant Director (Kathryn Snyder, CCAP) (Grantee funded 0.05 FTE) is responsible for ensuring all Planning Grant billings are appropriately submitted.

* The Planning Division Manager (Debra P. Jackson, CCAP) (Grantee funded 0.25 FTE) supervises the Program Coordinator and the generation of reports and draft plans. This position is responsible for

Narratives

assisting in the design the Evaluation Plan and Evaluation tools and the analysis of the community needs assessment.

* A Program Coordinator (Community Program Specialist II) (CNCS funded 1.00 FTE) will be hired to be responsible for daily activities, which include but is not limited to: 1) coordinating and conducting community needs assessment; 2) reporting results and analysis of community needs assessment; 3) identifying and recruitment partners; 4) securing Memorandum of Understanding (MOU) from partners; 5) developing member recruitment/service plan; 6) developing service curriculum and activities for youth; 7) administering and testing evaluation plan and tools; and serving as liaison between program and partners, funder, and community. This is a temporary position and not eligible for fringe benefits.

* FES Board of Directors (Volunteers) will review final Plan for approval. They will participate in and provide outreach for community needs assessment.

* Community Action Commission (Volunteers) will review final Plan for approval. They will participate in and provide outreach for community needs assessment.

* Galilee Center and Thermal Rummonds Senior Center (Volunteers) will provide space for community needs assessment and are potential sites for the afterschool program.

Cost Effectiveness and Budget Adequacy

1. Discuss the adequacy of your budget to support the planning process including your required match: The budget covers staff costs for research, negotiations, and initial implementation of the program. Salary rate is based on the current county salary scale for the number of hours required. This is a temporary position for which sufficient funds have been projected and budgeted. CAP Riverside will cover additional staff costs and expertise as in-kind.

2. Describe how you will secure any additional match commitments you need for the planning grant: CAP Riverside will secure match commitments through staff hours paid by the Community Services Block Grant (CSBG) and via community partners' volunteers (trainers, supplies, facilities, evaluators, on-site supervision, curriculum development, etc.) Value of in-kind volunteer hours will be based on the 2014 Independent Sector national rate http://www.independentsector.org/volunteer_time. The current rate for 2013 is \$22.55 for the national rate.

Evaluation Summary or Plan

N/A

Amendment Justification

Narratives

N/A

Clarification Summary

N/A

Continuation Changes

N/A

Grant Characteristics

- AmeriCorps Member Population - Communities of Color
- AmeriCorps Member Population - Low -income Individuals
- AmeriCorps Member Population - Native Americans
- AmeriCorps Member Population - New Americans
- AmeriCorps Member Population - Older Americans
- AmeriCorps Member Population - People with Disabilities
- AmeriCorps Member Population - Rural Residents
- AmeriCorps Member Population - Veterans, Active Military, or their Families
- AmeriCorps Member Population - economically disadvantaged young adults/opportunity youth
- AmeriCorps Member Population - None of the above
- Geographic Focus - Rural
- Geographic Focus - Urban
- Encore Program
- Community Based Organizations
- Geographic Focus - Rural and Urban
- Faith Based Organizations
- 21st CSC
- Professional Corps
- Governor/Mayor Initiative
- SIG/Priority School
- Other Initiative

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Performance Measure: Project L.E.A.D.

Focus Area:	Education	Objective:	K-12 Success	No of MSY's:	1.00	No of Slots:	1
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Problem Statement:

Rural youth are at-risk of poor school performance.

Selected Interventions:

Mentoring

Describe Interventions:

mentoring, academic tutoring

ED3A Output:

ED3A: Number of youth/mentor matches started.

Target: 100 Disadvantaged Youth/Mentor Matches

Measured By: Attendance Log

Described Instrument: Attendance log with assignment to mentor

ED7 Outcome:

ED7: Number of students with fewer disciplinary referrals or suspensions.

Target: 100 Students

Measured By: Discipline Logs

Described Instrument: Discipline Logs

Required Documents

Document Name

Status

Evaluation

Not Applicable

Labor Union Concurrence

Not Applicable

May 7, 2014 6:45 PM

Project LEAD

Community Action Partnership of Riverside County

Application ID: 13AC161037

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
Section I. Program Operating Costs			
A. Personnel Expenses	37,853	26,672	11,181
B. Personnel Fringe Benefits	3,577	2,341	1,236
C. Travel			
Staff Travel	2,074	2,074	0
Travel to CNCS-Sponsored Meetings	0	0	0
Member Travel	0	0	0
Total	\$2,074	\$2,074	\$0
D. Equipment	0	0	0
E. Supplies	1,604	1,604	0
F. Contractual and Consultant Services	0	0	0
G. Training			
Staff Training	0	0	0
Member Training	0	0	0
Total	\$0	\$0	\$0
H. Evaluation	0	0	0
I. Other Program Operating Costs	18,343	14,810	3,533
Section I. Subtotal	\$63,451	\$47,501	\$15,950
Section I Percentage		75%	25%
Section II. Member Costs			
A. Living Allowance			
Full Time (1700 hrs)	0	0	0
1-Year Half Time (900 hours)	0	0	0
Reduced Half Time (675 hrs)	0	0	0
Quarter Time (450 hrs)	0	0	0
Minimum Time (300 hrs)	0	0	0
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Total	\$0	\$0	\$0
B. Member Support Costs			
FICA for Members	0	0	0
Worker's Compensation	0	0	0
Health Care	0	0	0
Total	\$0	\$0	\$0
Section II. Subtotal	\$0	\$0	\$0
Section II. Percentages		0%	0%
Section III. Administrative/Indirect Costs			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	2,167	1,999	168
Commission Fixed Amount	500	500	0
Total	\$2,667	\$2,499	\$168
B. Federally Approved Indirect Cost Rate			
Section III. Subtotal	\$2,667	\$2,499	\$168
Section III Percentage		94%	6%
Section I + III. Funding Percentages		76%	24%
Budget Totals	\$66,118	\$50,000	\$16,118
Budget Total Percentage		76%	24%
Required Match		24%	
# of years Receiving CNCS Funds		1	
	Total Amt	CNCS Share	Grantee Share

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Project LEAD
Community Action Partnership of Riverside County

Budget Totals	\$0	\$0	\$0
Budget Total Percentage		0%	0%
Required Match		24%	
# of years Receiving CNCS Funds		1	

Budget Narrative: Project LEAD for Community Action Partnership of Riverside County

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Community Program Specialist II: - 1 person(s) at 25929 each x 100 % usage	18,868	7,061	25,929
Executive Director: - 1 person(s) at 48764 each x 5 % usage	0	2,438	2,438
Assistant Director: - 1 person(s) at 33634 each x 5 % usage	0	1,682	1,682
Community Action Program Specialist: - 1 person(s) at 31216 each x 25 % usage	7,804	0	7,804
CATEGORY Totals	26,672	11,181	37,853

B. Personnel Fringe Benefits

Purpose -Calculation -Total Amount	CNCS Share	Grantee Share	Total Amount
2 staff members @ .05 FTE and 1 staff member @.25 FTE on program for 5 months. Benefits @ 30% (social security, medicare, LTD, Life ins, Optical, Def. comp, Pension& Training, Hea: 2 staff members @ .05 FTE and 1 staff member @.25 FTE on program for 5 months. Benefits @ 30%	2,341	1,236	3,577
CATEGORY Totals	2,341	1,236	3,577

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings:	0	0	0
1 day tech training: cv tech training = 2 staff * 238 airfare + 1 day lodging @ \$110 + \$34 ground transportation +1 day per diem @ \$41 per person + airport parking @ \$8 for 2 days	878	0	878
2 day conference: 2 day conference = 2 staff @ \$238 airfare + \$34 ground transportation roundtrip + 2 days lodging @ \$110 per night + 2 day per diem @ \$41 per person + airport parking @ \$8 for 3 days	1,196	0	1,196
CATEGORY Totals	2,074	0	2,074

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
NA:	0	0	0
CATEGORY Totals	0	0	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
N/A: - 0 x 0	0	0	0
CATEGORY Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Outreach materials for community needs assesment meetings (to include but not limited to flyers, posters, etc): \$685 total	685	0	685
Printing for community needs assesment surveys.: 500 @.368/survey	184	0	184
Postage for return survey mailings.: 500 @ .47/ mailing	235	0	235
Stationery: \$500 total	500	0	500
CATEGORY Totals	1,604	0	1,604

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
N/A: - Daily Rate of 0	0	0	0
CATEGORY Totals	0	0	0

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
N/A: - Daily Rate of 0	0	0	0
CATEGORY Totals	0	0	0

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
N/A: - Daily Rate of 0	0	0	0
CATEGORY Totals	0	0	0

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
N/A: - Daily Rate of 0	0	0	0

CATEGORY Totals	0	0	0
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I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Temporary Assignment Program (TAP) fee: Temporary Assignment Program (TAP) fee 10% of Community Program Spec. @ 5 months	1,887	706	2,593
Mileage: 250 miles @ 3 times a week for 5 months @.55	7,923	327	8,250
Workstation: office space = \$25,048.07/month @ 3.5% * 5 months = 4383; computer, IT support = \$15,954.27/month @ 3.5% * 5 months = \$2,792; phone = \$1,855/month @ 3.5% * 5 months = 325	5,000	2,500	7,500
CATEGORY Totals	14,810	3,533	18,343
SECTION Totals	47,501	15,950	63,451
PERCENTAGE	75%	25%	

Section II. Member Costs

A. Living Allowance

Item - # Mbrs w/ Allow -Allowance Rate - # Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
1-Year Half Time (900 hours): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Quarter Time (450 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
CATEGORY Totals	0	0	0

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members:	0	0	0
Worker's Compensation:	0	0	0
Health Care:	0	0	0

CATEGORY Totals	0	0	0
SECTION Totals	0	0	0
PERCENTAGE	0%	0%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: (H) Total of CNCS Share of Sections I * .0526 * 80 for CNCS; (G) 10% of Total Program Costs (Sec. I and II of Column E)	1,999	168	2,167
Commission Fixed Amount: Total of CNCS Share of Sections I * .0526 * .20	500	0	500
CATEGORY Totals	2,499	168	2,667

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate - Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	2,499	168	2,667
PERCENTAGE	94%	6%	

BUDGET Totals	50,000	16,118	66,118
PERCENTAGE	76%	24%	

Source of Funds

Section	Match Description	Amount	Type	Source
Source of Funds	CSBG -- Oversight, execution, compliance and billing of grant.	16,118	In Kind	Federal
Total Source of Funds		16,118		

Confirmed Match Assurance Form


Purpose: This form serves as verification by the legal applicant agent that all matching funds have been secured through **MOU, Letter of Intent, and/or Evidence of Funds Already Received.**

Instructions: Complete the table below. Use the definitions below to determine the correct evidence to cite. The dollar amounts and distribution [cash/in-kind] must 100% replicate the amounts in your approved budget. Please refer to your *Budget Narrative Form, Section Sources and Types of Match Contributions* for your approved dollar amounts [see example on next page].

Delays: Any differences between this Table and your approved budget will delay your contract. This table should exactly match the last section of your approved *Budget Narrative Form, Section Sources and Types of Match Contributions.*

Source- <small>Copy exactly from approved Budget Narrative</small>	Cash <small>Copy exactly from approved Budget Narrative</small>	In-Kind <small>Copy exactly from approved Budget Narrative</small>	Evidence Available
Community Services Block Grant (CSBG)		\$16,118	Contract #14F-3032 executed 2/5/2014 [funded, already received]
Subtotal		\$16,118	
Grand Total			\$16,118

On behalf of Community Action Partnership of Riverside County (CAP Riverside), I have reviewed and verified each of the documents listed in "Evidence Available" in the above Table. I verify that each document appropriately and accurately states the source, type, and amount of the match cited in the Table above, and further verify that each document has the signature of an agent of the Source entity. I further verify that all of these funds will be used for Project LEAD. I understand that CAP Riverside must produce these documents to CV within 24 hours of CVs' request.

Maria Y. Juarez, CCAP Print Legal Applicant Agent,	Executive Director Title
 Signature Legal Applicant Agent,	5-6-14 Date

For CV use only.

Please provide evidence of the following within 24 hours.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
California Volunteers Policies and Requirements

1. Consideration

The total amount payable to the Contractor (hereafter Subgrantee) under this Agreement shall not exceed \$49,500.00. This amount does not include the California Volunteers (CV) Share of administrative costs, \$500.00. The consideration paid to Subgrantee shall be in compensation for all of the Subgrantee's expenses, as approved in Exhibit B. "Budget Form and Budget Narrative".

2. Program Period

The Program Period will be from **May 12, 2014 to October 31, 2014.**

Planning grant sub-grantees must have a fully executed contract in place prior to incurring any federally funded costs. The planning grant start date cannot be earlier than the date the contract is fully executed as indicated by the signatures on the contract. The planning grant start date will be the date the contract is fully executed.

3. Compliance with Federal Requirements

By entering into this agreement, the Subgrantee agrees to comply with all federal requirements governing the AmeriCorps grant, including but not limited to, the AmeriCorps Provisions and federal regulations 45 CFR 2520-2550 (incorporated into this agreement as Exhibit E), all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations, guidelines, and all applicable federal Office of Management and Budget Circulars, memorandums, and guidance. The Subgrantee agrees to administer the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. Information on how to access information on these requirements is provided in Exhibit G, "Resource and Reference Materials for Subgrantees," and Subgrantees shall be responsible for compliance with all applicable federal requirements, whether specifically referenced in this Agreement or not.

4. Catalog of Federal Domestic Assistance (CFDA) Information

The federal funding provided to a Subgrantee under this Agreement can be identified by the following:

CFDA Number:	94.006
Federal Program Title:	AmeriCorps
Federal Award Number and Year:	11AFHCA001, 2014 (Planning Grant Programs)

5. Scope of Work

For the purposes of this agreement, the Scope of Work shall be deemed to be the commitments contained in Exhibit A, "Scope of Work" The Scope of Work is driven by the CV approved Final Planning Process and Timeline and any changes to the Final Planning Process and Timeline require CV approval.

6. Evidence of Match Commitment

The Subgrantee must submit to CV a Confirmed Match Assurance verifying that all matching funds outlined in Exhibit B – Sources and Types of Match Contributions from any party providing the program with matching funds, including cash match, in-kind match, and/or any costs associated with the planning grant have been secured. CV, in its sole discretion, shall determine if the Subgrantee has provided adequate information, and the following forms may be requested by CV with 24 hours notice for this purpose:

- A. Memorandum of Understanding (MOU).** This is a signed and dated agreement between parties. It typically includes areas such as a description of services, how the cost of services will be funded, duration of the agreement, and consideration. These types of agreements are very common between the subgrantee legal applicant and planning grant partners. As long as the MOU clearly has evidentiary statements about the exact amount of matching funds and a schedule of payment, an MOU can serve as evidence of matching funds.
- B. Letter of Intent.** This is a signed and dated document outlining an anticipated agreement between parties *before* a contract is finalized. There are two possibilities for the letter:

 - 1. A party who is only a contributor to the subgrantee.** This letter would serve to document the intention of contributor to give funds (cash or in kind) to the subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution, at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.
 - 2. A party who is both a contributor and a placement site for members.** This letter would serve to document the intention of contributor/and placement site to both contribute and host members to the subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution [e.g., staff time committed to supervision], at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors. The letter should also include an intention to complete a MOU with the subgrantee to stipulate placement site requirements.
- C. Evidence of Funds Already Received.** If the subgrantee received matching funds *before* signing a CV contract, then a letter from the subgrantee that states the dollar amount received, from what source, and a schedule of payments would be evidence of matching funds. This document would also evidence matching funds that are a portion of a larger grant received by the legal applicant. This document should be signed and dated. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.

If, during the term of this agreement, a Subgrantee experiences a change in the match commitments made to support this grant, the Subgrantee is required to provide CV within seven days, written notice of the change that occurred and updated documentation of the match commitment. Changes in a match commitment include, but are not limited to, the loss of a partner providing match, a decrease in the level of match provided by a partner, the failure of a letter of intent or MOU to mature into actual matching funds, or the inclusion of a new match partner.

7. Matching Requirements

The Subgrantee must meet its budgetary match as approved in Exhibit B and regulatory match requirements as described in the “Federal Regulations and Provisions Governing AmeriCorps Programs” in Exhibit E, more specifically 45 CFR Sections 2521.35-2529.95. Subgrantees must have appropriate documentation of all matching funds received to support the total match reflected in the approved budget and reported in expenditure reports. California Volunteers will be verifying match sources reported.

8. Budget Revisions

Any changes to the budget included in Exhibit B that would result in a shift of funds between line items in an amount equal or greater than 9.99 percent or more of that line item must receive written approval from CV prior to the expenditure of these funds. In some cases, CV will be required to obtain approval from CNCS before a program can make this change. Exhibit G, “Resource and Reference Materials for Subgrantees” identifies resources available on the budget revision and approval process. Failure to receive prior approval for budget revisions may result in nonpayment of expenditures that did not receive prior approval and/or invoices being held until the budget changes are resolved. In addition, non-compliance will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

9. Monitoring Actions

CV as well as other state and federal agencies shall have the right to monitor subgrantees for performance and compliance in accordance with the requirements of this grant. CV may monitor the subgrantee for both program and fiscal compliance. Such monitoring may result in a subgrantee being required to develop and implement corrective action plan(s) to address issues or deficiencies found as a result of monitoring. Failure to comply with these requirements may result, at CVs’ discretion, in repayment of grant funds and/or the withholding of payments until such time as the requirements are met.

10. Payments

In consideration of the services specified in Section 5, “Scope of Work,” CV will reimburse the Subgrantee for approved, budgeted, expenditures that have already been incurred. The Subgrantee may not request funds for expenses that have not yet been paid.

Invoices must be submitted in the format and level of detail specified by CV. Invoices should be mailed to the address specified in Section 36 of this Exhibit.

Invoices may be submitted on a monthly or quarterly basis, but may not be submitted less frequently than quarterly. Invoices must be submitted no later than the 30th day after the completion of the month or quarter for which reimbursement is being requested. For example, if invoicing monthly for the month of April, the reimbursement request should be submitted no later than May 30th.

The final request must be submitted within 30 days of the end of this agreement. If an invoice is submitted after 30 days from the end of this agreement, it is likely that CV will be unable to pay that

invoice. Failure to submit invoices within these timeframes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

CV may withhold payment from Subgrantees if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

Invoices may be subject to Invoice Validation. Invoices selected for review will not be cleared for payment until the invoice review is complete. With an invoice review, subgrantees of CV are required, within 5 business days of receipt of notification, to provide all program operating cost documentation that supports the selected AmeriCorps invoice that has been submitted to CV for reimbursement.

The Subgrantee is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the contractor by CV.

For more guidance on the payment process see Exhibit G, "Resource and Reference Materials for Subgrantees."

11. Contract Closeout Requirements

At the end of each program period the Subgrantee will be required to provide CV with documentation of the completion of program and fiscal requirements for the grant. This allows both CV and the Subgrantee to evaluate program management and review program compliance. The contract closeout process is initiated 30 days prior to the end of the program year. The Subgrantee will receive a Program Closeout Memo outlining programmatic and fiscal closeout procedures including final progress reporting, and submittal of comprehensive financial documents. Upon receipt of the final invoice, CV staff will verify that all programmatic requirements have been satisfied. The final invoice will not be paid until CV receives and approves the closeout documentation. Upon receipt of the final Federal Financial Report (see Section 19 of this Exhibit) CV will provide the Subgrantee with a letter confirming that the contract has been closed. Once this letter has been issued, CV will de-obligate any balance of funds remaining in the grant and the Subgrantee will not be able to access these funds. For more information on CV policies regarding contract closeout, please see Exhibit G, "Resource and Reference Materials for Subgrantees."

12. Travel

Subgrantee travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Human Resources (CalHR) for state employees. These rates and policies can be found at:
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Subgrantee home or headquarters. The subgrantee must maintain appropriate backup documentation for all travel expenses reimbursed to staff and members under this grant.

If the Subgrantee has different reimbursement rates for their employees than those established by CalHR, those rates may be used as long as they do not exceed the rates established by CalHR. AmeriCorps members should be reimbursed no less than the rates used for subgrantee or placement site employees.

Subgrantees must request and receive prior approval from CV for out-of-state travel with grant funds. For more guidance on travel and mileage reimbursement see Exhibit G, "Resource and Reference Materials for Subgrantees."

13. Use of Federal eGrants System for Member Reporting

eGrants, the federal reporting system, is an online system designed to automate the entire grants and project management process from application to closeout. Through this system, CV receives and manages federal funds to support AmeriCorps programming. To allocate these funds, the Subgrantee must submit an application, budget, and budget narrative through eGrants.

The Subgrantee is responsible for maintaining staff access levels, communicating staff access information to CV, and, ultimately, maintaining the overall integrity of the information reported through eGrants.

14. Reporting Requirements

Federal Financial Reports

The Subgrantee must create, approve, and submit to CV Federal Financial Reports (FFRs). These reports will be submitted in a format and level of detail specified by CV. Subgrantees are required to submit FFRs to CV for review and approval on the following dates and must report on all program expenses for the periods specified:

First Report: Due October 15, 2014 for expenses incurred from April 1, 2014-September 30, 2014.

Final Report: Due upon submittal of final invoice, but no later than November 30, 2014.

Failure to submit timely FFRs will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

Progress Reports

The Subgrantee must submit cumulative progress reports to CV according to the timeline provided to the subgrantee following contract execution.

Reports must be submitted in the format and level of detail specified by CV. Reporting requirements and dates are subject to change based on additional guidance issued by the federal or state government.

15. Disability Inclusion

Full inclusion and participation of persons with disabilities is fundamental to the mission of AmeriCorps. The Subgrantee shall be responsible for ensuring compliance with the Americans with Disabilities Act and AmeriCorps requirements pertaining to the ADA.

16. Media Communications

All AmeriCorps programs are required to identify a press contact person and provide the name, phone number and email address to CaliforniaVolunteers.

In order to identify the contractor's program as an AmeriCorps program administered by CaliforniaVolunteers, all press releases, fact sheets, talking points and press interviews must:

- Include the AmeriCorps and CaliforniaVolunteers name and/or logo on all printed materials
- Include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service"

Subgrantees must provide a copy of all materials or synopsis of interviews that relate to the AmeriCorps grant or program to their CaliforniaVolunteers Program Associate.

17. Other Communications

In order to further identify the Subgrantee program as an AmeriCorps program administered by CaliforniaVolunteers, all printed materials must include the AmeriCorps and CaliforniaVolunteers name and/or logo including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities.

All Subgrantees must include a link from the "home page" of their website to CaliforniaVolunteers.org. When providing information about their grant and/or program on their website, Subgrantees must include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service"

Periodically, CaliforniaVolunteers or the Corporation for National and Community Service will send communications to grantees.

CaliforniaVolunteers and the Corporation for National and Community Service utilize photos and stories of service to promote AmeriCorps programs and members. Subgrantees are strongly encouraged to provide CaliforniaVolunteers any photos or service stories that are appropriate for such usage. These materials may be used on CaliforniaVolunteers.org, www.nationalservice.org or other AmeriCorps or CaliforniaVolunteers promotional materials.

18. Subcontracts

Subgrantee may enter into subcontracts, if included in the approved budget, to carry out the provisions of This Agreement

Should Subgrantee enter into a subcontract, Subgrantee shall:

- A. Remain liable for the performance of the terms and conditions of this Agreement.
- B. Assure that subcontractors comply with the requirements set forth under (42 U.S.C. §9901 *et seq.*), as amended.

- C. Provide to the State, within 60 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D. Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the Subgrantee or subcontractor upon request during usual working hours.
- E. Place in each of its subcontracts a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under this Agreement."
- F. Notify the State in writing within thirty days if any subcontract under this Agreement is suspended or terminated. Additionally, in such notice Subgrantee shall identify how the suspension or termination will impact the Subgrantee's budget and scope of work.
- G. Provide written notice to each subcontractor within five days from the date this Agreement is terminated or the date the State suspends this Agreement.
- H. Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the AmeriCorps application, Certifications and Assurances, contained in Exhibit F.

Subgrantees must abide the Transparency Act Award for reporting sub-awards and executive compensation as defined in the current Federal AmeriCorps Grant Provisions.

19. Compliance with Rules, Regulations, and Procedures

Activities of Subgrantee with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, and the AmeriCorps Regulations and Provisions attached as Exhibit E.

The Subgrantee has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of the CaliforniaVolunteers (CV). The Subgrantee is accountable to CV for its operation of the AmeriCorps program and the use of federal funds. The Subgrantee shall notify the appropriate CV representative immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the contract or Subgrantee. The Subgrantee will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The Subgrantee must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient.

20. Additional Guidance and Clarification

California Volunteers may from time to time issue Grant Management Memos to subgrantees transmitting additional guidance and/or clarification on activities or requirements related to the management of this grant. Subgrantee agrees to comply with guidance issued in Grant Management Memos that apply to grants issued under this Agreement, and the terms and requirements of such Memos are and will be incorporated into this Agreement, as if set out in full herein. In instances where Grant Management Memos issued after this Agreement is signed are in conflict with this Agreement, the Grant Management Memo will take precedence.

21. Provisions for Federally Funded Contracts

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds and/or member positions, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds and/or AmeriCorps member positions available to the State for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and/or AmeriCorps member positions and if this reduces the amount of funds and/or AmeriCorps member positions available for this Program, this Agreement shall be amended to reflect such reduction.

The State has the option to void This Agreement under the thirty-day (30) cancellation clause or to amend This Agreement to reflect any reduction of funds and/or AmeriCorps member positions.

22. State Budget Contingency Clause

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.

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.

23. Property Purchased with State or Federal Funds

Subgrantee assures that all supplies, materials, equipment or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Subgrantee assures that it shall exercise due care in the use, maintenance, protection and preservation of State owned property in Subgrantee's possession or any other property purchased by Subgrantee with State or Federal funds provided hereunder.

Subgrantee shall obtain prior written approval for the purchase or lease of equipment with either an acquisition cost of \$5,000 or a useful life of one or more years, unless such intent is listed and defined in Exhibit B "Budget" of this Agreement. However, prior written approval for the purchase or lease of vehicles and trailers must be obtained from the State in each instance.

24. Address for the State

All notices, correspondence, and fiscal and programmatic reports submitted by Subgrantee to the State pursuant to the terms of this Agreement shall be made by deposit in the U.S. Mail, first class, postage prepaid, and addressed as follows:

**California Volunteers 770 L Street, Suite 1160
Sacramento, CA 95814**

All notices shall be deemed effective upon receipt by the State.

25. Audit Reports

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in *Government Auditing Standards, 2003 Revision*.

- A. Private, non-profit contractors shall submit to the State one (1) copy of the required audit report within nine months of the end of the Subgrantee's fiscal year. The audit reports are to be submitted to the following address:

**California Volunteers
Attention: AmeriCorps Fiscal Unit
770 L Street, Suite 1160
Sacramento, CA 95814**

- B. Local governmental entities shall submit to the State one (1) copy of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports are to be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

**State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814**

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of Subgrantee, Subgrantee hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this paragraph. Said required audit report shall be made available to the State.

26. Rights on Data

The State and the Corporation reserve the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

27. Definitions

AmeriCorps*USA or AmeriCorps: means the national service programs funded under 42 U.S.C. sections 12571-12595 (Division C programs).

Contractor/Grantee/Subgrantee: for the purposes of this Agreement means the direct recipient of Federal Funds granted by the State through this grant award. The terms and conditions of this grant award legally bind the Subgrantee.

Federal Government: means the Corporation for National and Community Service or any other entity authorized by the Federal Government to administer the Federal Governments' national service grant program and to perform such other duties prescribed by law.

State: means the CaliforniaVolunteers or any other entity authorized by the State of California to administer the State's national service plan and national service grant program and to perform such other duties prescribed by law.

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.
- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion (except that the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project on the date the grant was awarded.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title

VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the state commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the Corporation's regulations at § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- If a state applicant, will ensure that the State sub-grants will be used to support national service programs that were selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;

- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

CERTIFICATIONS

Certification - Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, *Participants' responsibilities*.

- A. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
 - Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default;
- B. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

Certification - Drug-Free Workplace

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about-
 - the dangers of drug abuse in the workplace,
 - the grantee's policy of maintaining a drug-free workplace.
 - any available drug counseling, rehabilitation, and employee assistance programs, and
 - the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);

- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- abide by the terms of the statement, and
 - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying us within ten days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D), with respect to any employee who is so convicted-
- Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (F).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990 as amended, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Exhibit G
Reference and Resource Materials**

The following is a listing of the important reference materials critical to the success of your AmeriCorps grant. For your convenience this list includes cross-references to areas where these resources are mentioned or would be useful in further understanding the information contained in Exhibit D.

Requirements and Resources References in Contract Exhibits

	Sections Referenced in Exhibit D
Federal Requirements & References	
OMB Circulars and Administrative Requirements (see more details below*) http://www.whitehouse.gov/omb/grants_circulars Code of Federal Regulations http://www.gpoaccess.gov/cfr/index.html	3, 9, 10, 30, 37
CNCS Graphic Standards for AmeriCorps logo, usage and required color palette http://www.nationalservice.gov/about/media_kit/logos.asp	25
State Requirements & References	
CaliforniaVolunteers: Grantee Central www.CaliforniaVolunteers.org , Go to "Grantee Central", password "serveca"	
General Info on Grantee Central	11, 15, 16
California Department of Human Resources http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx	17
California State Laws http://www.leginfo.ca.gov/	20, 22, 30

Additional Resource Information

Updated: July 22, 2013

OMB Circulars and Administrative Requirements*:

	Educational Institutions	Non-Profit Organizations	State & Local Governments
Uniform Administrative Requirements	45 C.F.R. 2543 & Circular No. A-110	45 C.F.R. 2543 & Circular No. A-110	45 C.F.R. 2541 & Circular No. A-102
Cost Principles	Circular No. A-21	Circular No. A-122	Circular No. A-87
Audits	Circular No. A-133	Circular No. A-133	Circular No. A-133

Accessible via Internet: http://www.whitehouse.gov/omb/grants_circulars

2013 AmeriCorps State and National Grant Provisions (incorporated into this contract as Exhibit E): Guiding principles for grant activities, contain both fiscal and program guidelines, member eligibility requirements, living allowance distribution, background checks and records and retention requirements.

<http://www.nationalservice.gov/sites/default/files/documents/FinalProvisions6-25-13.pdf>

Corporation for National and Community Service: Website for CNCS, provides history, reference materials for organizations, individuals and programs.

<http://www.cns.gov>

National Resource Center: Site for resources relating to community service and volunteering. Site includes online resources, printed publications, effective practices, training calendars and training and technical assistance provider information.

<http://www.nationalservicerresources.org>

Catalog of Federal Domestic Assistance: Database of all Federal programs available to state and local governments; domestic profit and nonprofit organizations; specialized groups; and individuals.

<http://www.cfda.gov>

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 3RD JUNE 87 **Agenda #** 3-5

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____