

MAY 18 2022

7:30 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 24, 2022

Originating Department: Parks & Recreation

Director: Steve Costley
Steve Costley

Interim City Manager: Chris Jeffers
Chris Jeffers

SUBJECT: AGREEMENT WITH THE CONSERVATION CORP OF LONG BEACH FOR WORKFORCE DEVELOPMENT AND GENERAL SERVICES

PURPOSE: To approve an agreement with the Conservation Corp of Long Beach to provide Workforce Development and General Services for the City of South Gate ("Agreement").

RECOMMENDED ACTION: The City Council will consider:

- a. Approving an Agreement with the Conservation Corp of Long Beach for various Workforce Development projects and General Services within the City; and
- b. Appropriating \$750,515 in grant funds from Californians for All Youth Workforce Program grant and directing the Administrative Services Department to establish appropriate accounts for the funding of the Urban Orchard Park bulky items and Park strike team programs; and
- c. Authorizing the Mayor to sign the agreement in a form acceptable to the City Attorney; and
- d. Delegating authority to the Director of Parks & Recreation, or his designee, to sign and submit any additional documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the Agreement.

FISCAL IMPACT: The \$750,515 in grant funds from Californians for All Youth Workforce Program will reimburse the City for Workforce Development activities at the new Urban Orchard Park, bulky item pick-up throughout the City, and other training opportunities for the youth of the community through the City's Agreement with the Conservation Corp of Long Beach.

ANALYSIS: At the City Council meeting of April 12, 2022, the City Council accepted a \$750,515 in grant funds from the State of California. Those funds were the result of a joint grant application between the City of South Gate and the Conservation Corp of Long Beach ("CCLB") to fund three infrastructure maintenance categories. Those were the Urban Orchard Park; the bulky item clean-up; and Park strike teams.

CCLB is a state certified conservation corps designed to preserve and protect the environment while demonstrating programs designed to provide service and skill building opportunities for youth between the ages of 18-26. The City and CCLB have engaged in various projects over the years and found the relationship to be mutually beneficial. This opportunity will continue that work cooperation and introduce the CCLB as a key maintenance element for the Urban Orchard when it is completed and turned over to the City for programming.

BACKGROUND: In December of 2021, the Conservation Corp of Long Beach ("CCLB"), notified the Parks & Recreation Department that the Governor of California had announced \$300 million in Clean

California grant funding would be awarded to local cities throughout the state. CCLB asked if the City would be willing to partner with them in bringing these funds to South Gate. CCLB took the lead on the grant writing and jointly submitted a grant application to the state in February of 2022. On March 18, 2022, the City was notified that the grant would be fully funded, along with 13 other municipalities in California.

Current estimates are to spend \$50,000 this fiscal year, \$500,000 in FY22/23, and the remaining \$250,515 in FY23/24. These funds will be spent on workforce development, maintenance at the Urban Orchard, litter/bulky item clean-up, and "Strike Teams" for the Parks & Recreation Department and the overall City. The Department will be working with both the State of California Office of California Volunteers and the Conservation Corp of Long Beach to implement each of the programs.

The General Services Contract with CCLB will provide much needed "hands on" work experience for the Youth Workforce and assist the Parks & Recreation Department, Public Works Department, and the Community Development Department in providing services to the residents of South Gate. The City Attorney's Office has reviewed the Agreement and approved as to form.

ATTACHMENT: Proposed Agreement with CCLB

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND
THE CONSERVATION CORPS OF LONG BEACH**

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of May 24, 2022 by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS, Subrecipient is a tax-exempt non-profit public benefit corporation whose mission is to raise self-esteem, develop basic work skills, work ethics, education and promote teamwork for at-risk youth through a combination of work, conservation, and education programs; and

WHEREAS, Subrecipient has provided job training, on-the-job training, and environmental education to youth through various conservation and improvement projects for more than thirty years on projects for local cities, county agencies, and nonprofit organizations in the greater Long Beach area, including for the City of South Gate that currently offers youth part-time internship opportunities with the City's Parks and Recreation Department; and

WHEREAS, the City was awarded the sum of \$750,515 by California Volunteers under its 2021 CaliforniansForAll Youth Job Corps RFA and seeks to expand its partnership with Subrecipient by developing a long-term employment program for young adults, focusing on food insecurity and climate resiliency that will offer job opportunities to youth, while providing hands-on training in park operations and maintenance, urban forestry, orchard horticulture, as well as water conservation projects.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. **Project.** The City hereby engages Subrecipient to implement and provide youth employment opportunities with a focus on city park operations and maintenance, urban forestry, watershed management, and city beautification, as follows (collectively, the "Project"):

A. **Parks Operations and Maintenance ("O&M"):** Youth will perform routine O&M activities, as well as a specialized orchard O&M. At parks like Hollydale Regional and Circle Park, youth will install and repair irrigation, plant and care for drought- tolerant vegetation, plant and prune trees, and help repair fencing and infrastructure. At the Urban Orchard (to be developed by the City in collaboration with the Trust for Public Land and Subrecipient), youth will perform traditional park O&M, while also conducting specialized care for the fruit trees, collection of produce for the public, and leading educational orchard tours.

B. **Urban Forestry:** Although youth employment in the city will focus on park and open space opportunities, urban forestry may be performed across the city. Youth will participate in planting, pruning, and general tree care in parks, as well as along streets, medians, and neighborhoods. Urban forestry may also include specialized care for the Urban Orchard.

C. **Watershed Management:** Aside from O&M and urban forestry, youth will have the opportunity to participate in the River Rangers program along the Los Angeles River. The River Rangers program will focus on environmental stewardship along the lower portion of the river, providing education, interpretation, and restoration opportunities for youth to get involved.

D. Water Conservation & City Beautification: Youth will participate in illegal dumpsite cleanups, hauling away and properly disposing of large items such as mattresses, furniture, tires, and used oil. Youth will also plant drought tolerant and native vegetation in city parks and greenspace.

2. Term. The term of this Agreement shall commence on July 1, 2022 (the "Commencement Date") and shall terminate on June 30, 2024 (the "Expiration Date"). The term of this Agreement may be renewed for one (1) additional year at the option of the City Manager. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. Budget; Project Proposal Form.

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Program under this Agreement, not to exceed a maximum reimbursement of **\$713,015**. Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this Agreement.

B. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

C. The City shall designate and approve Projects to be undertaken on a Project Approval Form containing the information detailed in Exhibit "A", attached hereto and incorporated herein by this reference. In addition, a Project Proposal Form attached hereto and incorporated herein as Exhibit "B" shall be submitted to the City by Subrecipient providing a detailed description of the Project.

4. Orientation. The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. Work to be Performed. Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the 2021 CaliforniansForAll Youth Job Corps RFA and the City's application thereunder for funds to carry out the Project, including without limitation, compliance with applicable provisions of the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and the Compliance and Reporting User Guide. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken under the 2021 CaliforniansForAll Youth Job Corps RFA.

6. **Project Commencement.**

A. The Project Approval Form shall specify which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

B. Subrecipient shall coordinate with trade unions or other labor organizations to resolve problems pertaining to any element of the Project. However, if a problem arises, Subrecipient may withdraw from any element of the Project having the problems.

7. **Program Coordination.**

A. The City Manager or designee (Director of Parks and Recreation) shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted.** After a Project Approval Form is approved, Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the Project Approval Form.

9. **Payment of Costs.**

A. The Project shall be undertaken at Subrecipient' sole cost and expense on a reimbursement basis, except for a Project where the City materials and supplies are to be used as specified in the Project Approval Form and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

B. Subrecipient acknowledges and agrees that if the actual cost of a Project exceeds the estimated cost on the Project Approval Form, the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. **Title to Improvements.** Title to all improvements constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. **Emergencies.** Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. **Time and Progress.**

A. Subrecipient shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Project Approval Form.

B. Subrecipient shall work so that the completed Project shall be comparable to that specified in the Project Approval Form. Subrecipient and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. **Use of Premises.**

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas identified in and permitted by the Project Approval Form and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. **Rights of Entry and Inspection.** City, its officials, agents and employees shall at all times have the right of entry and free access to the Project site and areas identified in and permitted by the Project Approval Form and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. **Progress Reports.**

A. Subrecipient shall keep the City Manager or designee (Director of Parks and Recreation) informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports corresponding to the quarters of the Agreement year, as follows:

- Quarter 1 = July--September
- Quarter 2 = October--December
- Quarter 3 = January--March
- Quarter 4 = April--June.

B. A complete Quarterly Performance Report must be received by the City within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30TH after the 4th Quarter and shall contain such detail as may be reasonably requested by the City.

16. **Project Supervision.** Work on a Project shall be under the immediate supervision of Subrecipient's program managers. The City may provide such operation supervision, technical assistance,

guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient employees shall represent themselves to be employees or agents of the City.

17. **Signs.** Subrecipient shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee (Director of Parks and Recreation). Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee (Director of Parks and Recreation).

18. **Compliance with Laws.** Subrecipient shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Project Approval Form, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance.** As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A: VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of South Gate, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. **Indemnity.** Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees

and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense.

21. **Subrecipient's Representations and Warranties.** Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the City received the notice of intent to award on March 25, 2022.

22. **Nondiscrimination.** In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

23. **Amendment and Waiver.** This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue.** Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. **Books and Records.**

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to Subrecipient on a Project.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient' address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

27. **Independent Contractor.** In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient' compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits or privileges of City employees.

28. **Severability of Provisions.** If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. **Unforeseen Delays.** Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts,

labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstance which is not within its control.

30. **No Religious or Political Activities.** Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. **Mechanic's Lien.** Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. **Notice.** Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of South Gate
Attn: Director, Department of Parks and Recreation
8650 California Avenue
South Gate, California 90280

Subrecipient: Conservation Corps of Long Beach
340 Nieto Avenue
Long Beach, California 90814
Attention: Executive Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. **Headings.** The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. **Assignment.** Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. **Interpretation.** If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee (Director of Parks and Recreation) shall be final.

36. **Suspension and Termination.**

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper

use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. **No Third Party Beneficiary.** This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. **Conflicts of Interest.** Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive \$10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries or affiliates of Subrecipient within fifteen (15) days of change

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

Date: _____, 2022

CONSERVATION CORPS OF LONG BEACH, a
California nonprofit public benefit corporation

By: _____

Title: _____

Date: _____, 2022

By: _____

Title: _____

Date: _____, 2022

CITY OF SOUTH GATE, a municipal corporation

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Chris Jeffers, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul Salinas (AS)
Raul F. Salinas, City Attorney

EXHIBIT A

Project Approval Form

The terms, conditions and covenants of the Agreement by and between the City of South Gate and the Conservation Corps of Long Beach to carry out the 2021 CaliforniansForAll Youth Job Corps RFA are incorporated by reference into this Project Proposal Form. The Conservation Corps of Long Beach agrees to and shall fully comply with said terms, conditions and covenants at all times for the subject herein.

Date:	
Project:	
Description:	

Supervisor(s)		Phone:	
		Fax:	

Start Date:		Completion Date:	
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Number of Corps Members Required:	
Equipment/Materials Required	
TOTAL:	

Comments:

Approval: _____

Date: _____

Conservation Corps of Long Beach

Approval: _____

Date: _____

City of South Gate

EXHIBIT B

Project Proposal

Sponsoring Agency:			
Address		Phone:	
		Fax:	
Sponsor Representative:			

Project Title:

- I. Steps to Initiate CCLB Project Proposal:
 1. Complete Project Proposal.
 2. Mail or deliver to Conservation Director.
 3. Proposal is received by Conservation Director, and arrangements are made to inspect project site.
 4. Sponsor and Conservation Director organize logistics and details of project.
 5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.
- II. Project Details and Description of Scope and Purpose:
- III. What is the Public Benefit of the Project?
- IV. What Skills or Training Will Corps Members Receive?

Conservation Corps of Long Beach

Project Supervisor:	Irene Lopez-Muro, Conservation Director	Phone:	562-597-8071
		Email:	ilopezmuro@cclb-corps.org
Project Duration			
Project Location:			
Equipment / Materials Required:			
Additional Comments:			

CCLB Authorization: _____

Date: _____

Conservation Director

Sponsor Authorization: _____

Date: _____

Sponsor Title: _____

Conservation Corps of Long Beach

"Support young people in realizing their potential through work, service, conservation, and education"