## ROAD MAP TO SUCCESS (RMTS) YOUTH MENTORING GRANT AGREEMENT

This Road Map to Success (RMTS) Youth Mentoring Grant Agreement ("Agreement") is entered into as of this <u>22<sup>nd</sup></u> day of <u>April</u>, 2025 ("Effective Date"), by and between the **CITY OF IRVINE**, a California municipal corporation ("City"), and **STANDUP FOR KIDS – ORANGE COUNTY**, a non-profit 501(c)(3) organization ("Participant").

# **RECITALS**

- A. City participates in the Homeless Housing, Assistance and Prevention (HHAP) Grant Program administered by the California Department of Housing and Community Development ("HCD") authorized by Health and Safety Code Section 50216 et seq., and further subject to the requirements of that certain Notice of Funding Availability for the Homeless Housing, Assistance and Prevention Program Round 3 ("NOFA") which HCD has advised the City applies to the "City Grant" (as defined below) (the "HHAP Grant Program"). Pursuant to the HHAP Grant Program, City receives funds from HCD ("HHAP Funds") to be used to prevent and alleviate homelessness within the City.
- B. Participant is an Internal Revenue Code 501(c)(3) nonprofit organization located at 1055 El Camino Dr Ste E, Costa Mesa that administers the Road Map to Success (RMST) Youth Mentoring program, as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference ("Program").
- C. City desires to provide financial assistance to Participant for the operation of the Program in the form of a grant of HHAP Funds in the amount not to exceed **one hundred fifty thousand dollars and zero cents (\$150,000.00)** ("City Grant") to be used by Participant pursuant to this Agreement to fund the budgeted program expenses listed as "Eligible Program Expenses" on Exhibit A ("Eligible Program Expenses") in the amount set forth on the "Program Budget" included on Exhibit A ("Program Budget").
- D. City has determined that awarding the City Grant to Participant is in the vital and best interests of the City and the welfare of its residents, and in accordance with the purpose and provisions of the HHAP Grant Program.

#### **AGREEMENT**

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Participant hereby agree as follows:

## 1. TERM; TERMINATION, MODIFICATION OF CITY GRANT.

1.1 <u>Term, Extensions</u>. The term of this Agreement shall commence on the Effective Date, and, unless earlier extended pursuant to Section 9.4 or terminated pursuant to Section 1.2, shall continue thereafter until June 30, 2026.

- 1.2 <u>Termination</u>. In addition to any other termination provision set forth in this Agreement, this Agreement may be terminated by City at any time, for any reason, with or without cause by providing thirty (30) days' notice to Participant. Upon notice of termination, Participant shall not incur or cause to be incurred any further Eligible Program Expenses nor request payment from City therefor pursuant to Section 2.3 of this Agreement. Eligible Program Expenses incurred on or after the date of the notice of termination shall not be paid by City.
- 1.3 <u>Modification of City Grant</u>. If the HHAP Funds allocated to the City Grant are not received by City or are reduced or withdrawn from City for any reason, City may unilaterally modify the terms of this Agreement to reflect such reduce or withdrawn amount. In such event, City may also elect to terminate this Agreement pursuant to Section 1.2 hereof.
- 1.4 Obligations that Survive Term. Notwithstanding the expiration of earlier termination of this Agreement, Participant's obligations to City shall not terminate until all closeout requirements are completed. In addition, the following obligations of Participant shall survive the expiration or earlier termination of this Agreement: (a) Participant's indemnity obligations; (b) the obligation to cause audits to be performed relating to Participant's activities and costs under this Agreement; (c) the obligation to repay to City any City Grant proceeds improperly disbursed to Participant or used for ineligible expenditures or otherwise required to be repaid under this Agreement; and (d) any other obligations which cannot by their nature be performed until after the expiration or earlier termination of the Agreement, such as the submittal of payment require and reports for the last Quarter of the term of this Agreement. No expiration or termination under this Agreement shall release either party then in default from liability for such default. All terms of this Agreement shall survive as necessary for the purpose of enabling either party to enforce its provisions or pursue an action with respect to a default of this Agreement, including the provisions of Section 9.6.

## 2. CITY GRANT.

- 2.1 <u>General</u>. Subject to the terms and conditions set forth herein and provided Participant is not in default of this Agreement, City shall provide the City Grant to Participant to be applied towards the costs of the Eligible Program Expenses as set forth in the Program Budget.
- 2.2 <u>Permissible Use of City Grant; Eligible Program Expenses</u>. Pursuant to all of the terms and conditions of this Agreement, Participant shall be permitted to use the City Grant proceeds only for the Eligible Program Expenses that are actually and reasonably incurred by Participant and approved by City, and for no other purpose.
- 2.3 <u>Submittal of Payment Requests</u>. Participant shall submit to the Contract Officer a request for payment of City Grant proceeds to reimburse Participant for Eligible Program Expenses incurred by Participant. The payment request shall include the total amount requested and any supporting information as City may reasonably require, documenting that the costs for which Participant seeks payment are solely for Eligible Program Expenses incurred by Participant.
- 2.4 <u>Return of City Grant Proceeds</u>. At the termination of this Agreement, Participant shall transfer to City any City Grant received by Participant for which Eligible Program Expenses have not been incurred. In addition, if it is determined by City, as a result of an audit or otherwise,

that any of the disbursements of City Grant proceeds were improper or made for expenditures not eligible for reimbursement, Participant shall immediately repay to City the amounts of such disbursements, but in no event later than ten (10) days of demand.

2.5 <u>Excess City Grant Proceeds</u>. If the amount of Eligible Program Expenses incurred by Participant is less than the City Grant, the excess City Grant proceeds shall revert to City and shall not be encumbered by this Agreement.

## 3. OPERATION OF PROGRAM/PROGRAM SERVICES.

- 3.1 <u>Scope of Services</u>. Participant shall operate the Program on a continuous basis during the term of this Agreement and shall perform and complete or cause to be performed and completed the operations, work, tasks, activities, and administration of the Program (the "Program Services") in a professional, diligent and timely manner. If any portion of the Program Services constitutes a specific task or activity that is required under this Agreement to be commenced or completed by a certain date or time period, Participant shall commence, complete and perform the task or activity within the specified time period. In connection therewith, Participant shall cause the specified tasks on Exhibit A to be achieved within the time periods therein.
- 3.2 <u>Standard of Performance</u>. Participant shall operate and perform the Program and Program Services in a competent, professional, and first class manner and to the satisfaction of City in its sole discretion, in accordance with this Agreement and the requirements of both Health and Safety Code Section 50216 et seq. or successor statutes as may be amended from time to time and the NOFA (collectively, the "HHAP Requirements"). Participant shall cause the Program Services to be performed by Participant (including its employees, volunteers, contractors, and agents under the supervision, control, or direction of Participant ("Participant Personnel") under Participant's direct supervision, and shall ensure that all persons engaged in the Program Services are fully qualified and authorized and permitted under applicable law to perform such Program Services and operate the Program.
- 3.3 <u>Program Defaults</u>. The occurrence of any of the following shall constitute a default of this Agreement (each a "Program Default") and shall entitle City to exercise any of the remedies set forth in Section 7.2 of this Agreement and any other remedy available to City at law or equity:
  - (a) The failure of Participant or any Participant Personnel to treat any client of the Program or other persons receiving services under the Program in a professional, respectful and courteous manner as determined by City in its sole discretion, or the engaging in any act by Participant or Participant Personnel abusing, mistreating, or endangering such persons as determined by City in its sole discretion;
  - (b) Participant or any Participant Personnel is convicted or pleads guilty or nolo contendere to any charge of criminal activity, or otherwise engages in any acts of public disrepute, and such illegal activity or acts either occurs at the site(s) where the Program is administered and operated (the "Site") or relates to or impacts the Program as determined by City in its sole discretion;
  - (c) The occurrence of any act or transgression by Participant or Participant Personnel that, in the sole judgement of City, may cause embarrassment to City, reflect

adversely upon City or its funding programs or upon Participant, tend to bring the Program into public disrepute, contempt, scandal, or ridicule, or tend to shock, insult or offend the community or public morals or decency.

- 3.4 <u>Management</u>. If any manager or supervisor of the Program engages in any of the conduct described in Section 3.3 or knowingly allows such conduct to occur at the Site or by Participant Personnel, or knowingly allows illegal activity to occur at the Site, City shall have the right to require that Participant immediately replace such manager or supervisor.
- 3.5 Monitoring. City may monitor and evaluate Participant's performance under this Agreement to determine compliance with this Agreement and HHAP Requirements. Participant shall cooperate with City and shall make available to City all information, documents, and records reasonably requested by City. Copies of these items will also be made available to the City upon request. Participant shall provide City the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating Participant's performance hereunder. Notwithstanding the foregoing, Participant remains solely responsible and liable to City for ensuring that the Program and Program Services comply with this Agreement and the HHAP Requirements.
- Compliance with Law and Regulations and HHAP Requirements. Participant shall 3.6 observe and comply with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation the HHAP Requirements and the statutes referenced therein and shall cause the Program to be operated in compliance with such requirements. Because the source of the City Grant is funds received from HCD pursuant to the HHAP Grant Program, Participant is required to comply with all applicable HHAP Requirements. In the case of any conflict between the HHAP Requirements and this Agreement, the HHAP Requirements shall control; it being understood, however, that in order to be in compliance with this Agreement and the HHAP Requirements, Participant shall, to the extent possible, comply with the most restrictive provisions in this Agreement and the HHAP Requirements. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though all such provisions were included. Participant acknowledges and agrees that it shall be and remain, and shall cause the Participant Personnel to be and remain, fully knowledgeable and apprised of all local, state and federal laws, rules and regulations in any manner affecting the performance under this Agreement, including the HHAP Requirements. Participant shall indemnify, protect, defend and hold harmless City and its officials, officers, employees, and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Participant or Participant Personnel of any applicable local, state and/or federal law or requirement. The foregoing indemnity shall survive expiration or termination of this Agreement. If any amendment to this Agreement is necessary to comply with the HHAP Requirements or other laws, the parties shall enter into such amendment(s).
- 3.7 <u>Agreements with Third Parties.</u> If Participant enters into any agreements with contractors, consultants or other parties (individually, the "Other Contracting Party") for the provision of Program Services or any activity for which the City Grant is being used ("Third Party Contracts"), such Third Party Contract shall be subject to the reasonable approval of the City and

must be consistent with the terms of this Agreement. Participant acknowledges that City's approval of a Third Party Contract shall in no way constitute an assumption by City of any responsibility whatsoever for the performance of any activity that is the subject of the Third Party Contract, or Participant's or Other Contracting Party's compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or Participant's compliance with this Agreement and HHAP Requirements. In connection therewith, City assumes no responsibility or liability for any act or omission of any Other Contracting Party and in no way guarantees any of the work to be done or materials to be supplied or services to be performed. Participant shall comply with all terms of Third Party Contracts.

- 3.8 <u>Licenses, Approvals and Permits</u>. Participant shall secure, at its sole cost and expense, any and all licenses, permits and approvals that may be required by law for the operation of the Program and performance of the Program Services.
- 3.9 <u>Program Costs</u>. Except to the extent City has specifically agreed to provide the City Grant subject to the terms and conditions set forth in this Agreement, Participant shall be responsible for all costs related to the Program.

#### 4. RECORDS AND REPORTS.

#### 4.1 Records.

- (a) Records to be Maintained. Participant shall keep and maintain records providing a full description of the Program and Program Services undertaken, records demonstrating that the Program and Program Services meet the HHAP Requirements, records demonstrating the eligibility of the activities constituting the Eligible Program Expenses, records demonstrating compliance with this Agreement, data demonstrating client eligibility for services provided including the name, income level, family size of each client and other information for determining eligibility and a record of the services provided to each client, and such other records as may reasonably be required by City to enable City to evaluate the operation of the Program and Participant's compliance with HHAP Requirements and this Agreement, and to identify and account for the use of the City Grant proceeds and expenditures of Eligible Program Expenses and all costs pertaining to this Agreement, and to enable City to comply with City's record keeping and reporting requirements under the HHAP Requirements. Books and records pertaining to the Eligible Program Expenses shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by City.
- (b) Access to Records. City and/or its representatives shall have full and free access to, and the right to examine, inspect, copy and audit, all books and records of Participant pertaining to this Agreement at all times during normal business hours.

## 4.2 Reports.

(a) <u>Performance Reports</u>. A report on the summary of the Program Services and activities undertaken by Participant under this Agreement for the previous Quarter (defined below) ("Performance Report") shall be provided by Participant to City within ten (10) business day of the close of the Quarter subject to the Performance Report. The

Performance Report shall, at a minimum, describe the status of the operation of the Program with respect to each of the Program Services required to be performed and met during that Quarter, costs incurred, funds remaining, a narrative explanation of programs, delays, or adverse conditions which impaired the ability of Participant to meet any obligations if any were not met, favorable developments which enabled Participant to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results than planned, and any additional pertinent information related to contract performance. The Performance Report shall also include a report on the number of clients served through the Program in the Quarter subject to the Performance Report and on the characteristics of those clients with respect to gender, race/ethnicity, age, and family income, and any other basis for determining eligibility for participation in the Program.

- (b) Other Reports. In addition to the reports referenced above, Participant shall, at such times and in such forms as required by City, prepare and submit to the Contract Officer, such other reports concerning the performance of the Program Services, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement and compliance with HHAP Requirements, as City may reasonably require from time to time.
- (c) <u>Quarter</u>. "Quarter" shall mean any of the three (3) month periods during a fiscal year commencing July 1, October 1, January 1, or April 1.

## 5. INSURANCE AND INDEMNITY.

- 5.1 <u>Insurance</u>. Concurrently with the execution of this Agreement, Participant shall furnish or cause to be furnished to City evidence reasonably satisfactory to City's Contract Officer of Commercial General Liability coverage in the amount of at least One Million Dollars (\$1,000,000) combined single limits, naming City and its officers, officials, employees, volunteers, agents, and representatives as additional insureds. In addition, all such insurance:
  - (a) shall be primary insurance and not contributory with any other insurance which City or its officers, officials, employees, volunteers, agents, or representatives may have;
  - (b) shall contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, volunteers, agents, and representatives;
    - (c) shall be "per occurrence" rather than "claims made" insurance;
  - (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
  - (e) shall be written by a California licenses insurer with a Best rating of not less than A:VII;
  - (f) shall be endorsed to state that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City and its officers, officials, employees, volunteers, agents, and representatives; and

(g) shall contain a waiver by the insurer of any right to subrogation against City, and its officers, officials, employees, volunteers, agents, and representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of City or its officers, officials, employees, volunteers, agents, and representatives.

Participant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

Any deductible or self-insured retention must be declared to City. None of the above described policies shall include a deductible or self-insured retention amount of more than Ten Thousand Dollars (\$10,000) unless approved in writing by the Contract Officer.

Participant shall also furnish or cause to be furnished to City's Contract Officer evidence reasonably satisfactory to the Contract Officer that Participant and any contractor with whom Participant has contracted for the performance of the Program Services have current Workers' Compensation insurance as required by the State of California Labor Code as well as Employer's Liability Coverage of not less than One Million Dollars (\$1,000,000) per accident. Such insurance shall be endorsed to include a waiver of subrogation rights against City and its officers, officials, employees, volunteers, agents, and representatives, and notice of cancellation as described in subsection (g) above. Such policies shall be written by California licensed insurers with Best ratings of not less than A:VII in the most recent edition of Best Rating Guide.

Nothing in this Section 5.1 shall in any way limit Participant's indemnity obligations set forth in Section 5.2 herein.

5.2 <u>Indemnification</u>. Participant shall indemnify, defend, and hold harmless City and its officers, officials, employees, representatives and agents (collectively, the "Indemnitee"), with counsel reasonably acceptable to City, from and against any and all claims, causes of action, liabilities, and damages of any kind or nature, and for, from and against any suits, claims or demands, including legal fees and expenses, on account of or arising out of this Agreement or otherwise in connection with the Site, Program, or Program Services, except to the extent of such loss as may be caused by the gross negligence or willful misconduct of City.

## 6. REPRESENTATIONS AND WARRANTIES OF PARTICIPANT.

Participant makes the following representations and warranties as of the date of this Agreement and agrees that such representations and warranties shall survive and continue thereafter:

(a) Authorization and Validation. The execution, delivery and performance by Participant of this Agreement (i) are within the powers of Participant and upon its execution will constitute a legal, valid and binding obligation of Participant enforceable in accordance with its terms, and (ii) will not violate any provisions of law, any order of any court or other agency of government, or any indenture, agreement or any other instrument to which Participant is a party or by which Participant, or any of its property, is bound, or be in

conflict with, result in any breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Agreement.

- (b) Correct Information. All reports, papers, data and information given to City with respect to Participant and this Agreement, including the Site and Program, are accurate and correct in all material respects and complete insofar as completeness may be necessary to give City a true and accurate knowledge of the subject matters thereof, and there has been no change in such information.
- (c) Defaults. Participant is not a party to any agreement or instrument that will interfere with its performance under this Agreement, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.
- (d) *Pending Litigation*. There is not now pending or threatened against or affecting Participant any claim, investigation, action, suit or proceeding at law, or in equity, or before any court or administrative agency which, if adversely determined, would impair or affect Participant's performance under this Agreement.

### 7. DEFAULTS AND REMEDIES.

- 7.1 <u>Defaults-General</u>. In addition to any other event described in this Agreement as a default, the occurrence of any of the following shall be deemed a default under this Agreement:
  - (a) The failure or delay by either party to perform any term or provision of this Agreement if such failure is not cured, corrected or remedied within any specific time period set forth in this Agreement.
  - (b) If no other specific time period is set forth herein, the failure to cure a monetary default under this Agreement (other than any monetary defaults specifically listed in any of the other subparagraphs of this Section 7.1) within ten (10) days after the nonperforming party's receipt of written notice from the other party specifying the nature of the default.
  - (c) If no other specific time period is set forth herein, the failure to cure a non-monetary default under this Agreement (other than any non-monetary defaults specifically listed in any of the other subparagraphs of this Section 7.1) within thirty (30) days after the nonperforming party's receipt of written notice from the other party specifying the nature of the default.
    - (d) The occurrence of a Program Default described in Section 3.3
  - (e) Any of the warranties or representations made by Participant herein are or become false, incorrect or misleading in any material respect.

(f) Participant commits any act of bankruptcy or if any relief under the United States Bankruptcy Code (11 U.S.C. § 101 et seq.) is sought by or against Participant, or if a receiver is appointed to take charge of the assets or affairs of Participant, or if Participant should make an assignment for the benefit of creditors, or if Participant should become insolvent, or upon any liquidation or termination of Participant; provided, however, that if any such proceeding is brought involuntarily against Participant, Participant shall have forty-five (45) days to obtain the dismissal of such proceeding.

Any party that is in default shall provide immediate written notice to the other party of the default.

- 7.2 <u>Remedies</u>. In addition to any other rights or remedies available at law or in equity, upon a default (other than a default of City), City may take one or more of the following actions:
  - (a) Refuse to advance all or any part of the City Grant and reallocate said funds to another activity.
    - (b) Wholly or partially suspend or terminate the award of the City Grant.
    - (c) Wholly or partially suspend or terminate this Agreement
  - (d) Withhold further awards for the Program, including further disbursements of the City Grant.
    - (e) Require Participant to repay the City Grant funds.
  - (f) Institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement.

In addition to the foregoing, City shall have the right to withhold disbursements of City Grant proceeds during any cure period or during any period as may be necessary for City to determine whether a default has occurred.

Except as otherwise expressly provided in this Agreement, any failure or delay by a party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the non-defaulting party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.3 <u>Rights and Remedies are Cumulative</u>. All remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law. The exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 8. SPECIAL REQUIREMENTS.

Any additional or supplementary provisions or modifications or alterations to the provisions of this Agreement are on Exhibit A. In the event of a conflict between the provisions of Exhibit A and any other provision of this Agreement, the provisions of Exhibit A shall take precedence and govern.

## 9. GENERAL PROVISIONS.

- 9.1 <u>Notices</u>. All notices required to be delivered under this Agreement to City or Participant shall be delivered to the respective parties at the address set forth next to the party's signature to this Agreement or to such other address as the parties may hereafter designate by written notice to the other party.
- 9.2 <u>Nonliability of City Officials and Employees</u>. No member, official, employee, or contractor of City shall be personally liable to Participant in the event of any default or breach by City or for any amount which may become due to Participant or on any obligations under this Agreement.
- 9.3 <u>Contract Administration</u>. The City's Health and Wellness Officer or other designee of the City Manager shall serve as the City's representative for administration of this Agreement ("Contract Officer"), and the Executive Director of Procurement shall serve as the Participant's representative for administration of this Agreement ("Participant Representative"). Participant shall provide notice to City within ten (10) days in the event that Participant Representative or key Participant Personnel (managers, supervisors, administrators) leave Participant's organization or are otherwise reassigned.
- 9.4 Entire Agreement, Waivers and Amendments. This Agreement including its exhibits integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Participant.
- 9.5 <u>Applicable Law; Venue</u>. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. All legal actions must be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court in that County.
- 9.6 <u>Litigation Expenses</u>. If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the losing party; provided, however, that the attorneys' fees awarded pursuant to this Section 9.6 shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, retaining

expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to such litigation. The court may set attorneys' fees in the same action or in a separate action brought for that purpose.

- 9.7 <u>Severability</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.
- 9.8 Prohibition Against Assignment and Transfer. The qualifications and identity of Participant are of particular concern to City. It is because of those qualifications and identity that City has provided financial assistance to Participant and entered into this Agreement with Participant. Accordingly, Participant shall not, whether voluntarily, involuntarily, or by operation of law, undergo any significant change in ownership or assign all or any part of this Agreement or any rights hereunder or in the Program or the Site without City's prior written approval which City may grant or withhold in its sole and absolute discretion.
- 9.9 <u>Authority to Execute.</u> The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, and (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.
- 9.10 <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 9.11 <u>Recitals and Exhibits</u>. The Recitals and Exhibits are incorporated herein by this reference.

Exhibit A Program Detail

(Signatures on next page)

IN WITNESS WHEREOF, City and Participant have entered into this Agreement to be effective as of the date set forth above.

Address:	"CITY"
City of Irvine City Manager's Office Office of Health & Wellness One Civic Center Plaza Irvine, CA 92606 Attn: Health & Wellness Officer  ATTEST:	CITY OF IRVINE, a California municipal corporation  By: Figned by: Heather Dion 31612920BA2342A  Date: 4/28/2025
Carl Petersen, City Clerk  APPROVED AS TO FORM:  Docusigned by:  Jeff Mulding  DABLESGESTBUCABB  City Attorney	
Address:	"PARTICIPANT"  By: Justine Palmore  By: Executive Director
Attn:	Date: 4/28/2025
Email Address:	By:
	Date:

#### **EXHIBIT A**

## **PROGRAM DETAIL**

<u>Date</u>: <u>Contact Person</u>: Justine Palmore

Title of Program: Road Map to Success Tel: 714-356-5437

(RMTS) Youth Mentoring

<u>Title</u>: Regional Executive Director **Program Budget**: \$236,340.00

Email: justines@standupforkids.org

Participant Agency: StandUp for Kids -

**Orange County** 

## **Description of Program Services:**

The program provides wrap-around support to students facing homelessness including basic needs, housing assistance (rental support and navigation), mentoring and youth center access. Youth 16 and older have the opportunity to participate in "Work Activation Readiness Program" (WARP) whereby local employers provide youth work experience through paid internships that lead to viable, stable employment. The RMTS program uses trauma informed care, positive youth development practices and harm reduction education. The budget below will serve 50 homeless (McKinney-Vento), runaway and at-risk school-age youth in Irvine. Fifty youth can enroll in the RMTS mentoring program, graduate high school and be well established, post-graduation.

#### IMPLEMENTATION SCHEDULE

Goal Attainment	Percentage	Target Date	<b>Expenditure Goal</b>
4 students	25%	9/30/25	\$37,500
8 students	50%	12/31/25	\$75,000
12 students	75%	3/31/25	\$112,500
25 students	100%	6/30/26	\$150,000

# PROGRAM BUDGET (Eligible Program Expenses)

	Program Total (50 youth)	Irvine Request	Detail
Case Manager II	\$26,732.84	\$ 26,732.84	16 hours/week, (52 wks) @ \$32.12
Case Manager II	\$26,732.84	\$ 26,732.84	16 hours/week, (52 wks) @ \$32.12
Compliance Manager	\$ 3,615.30	\$ 3,615.30	2.5 hours/week, (52 wks) @ \$27.81
	\$5,845.84	\$5,845.84	
Program Supervisor			3.5 hours/week, (52 wks) @ \$32.12
Housing/Empl Navigator	\$8,351.20	\$8,351.20	5 hours/week, (52 wks) @ \$32.12
Benefits @ 16%	\$ 11,404.27	\$11,404.27	@16% of cost above
Mileage			41 wks,2 trips/wk, 10 miles/trip @ \$.70
Overhead/De Minimis	\$12,319.46	\$12,319.46	@14.9% of cost above
Housing Support	\$27,500.00	\$27,500.00	Rent Assist, Deposits, Utilities
Landlord Incentives	\$2,500.00	\$2,500.00	
Mentors	\$ 100,386.00		1 hr/wk, 50 youth, 52 wks @\$38.61 (volunteer rate)
Tutors	¢ 159 201 00		2 hrs/wk, 50 youth, 41 wks @ \$38.61
Tutors	\$ 158,301.00		(volunteer rate)
Food	\$ 30,000.00		50 youth * 12 months @ \$50/mo
Hygiene	\$ 12,000.00		50 youth * 12 months @ \$20/mo
HMIS Data	\$ 1,750.00		50 youth @ \$35 per youth
Laptop, Cell Phone, Wifi, Headset	\$ 15,600.00		26 youth x \$600
Backpacks	\$ 3,250.00		50 youth x \$65
Attendance Boosters	\$ 2,750.00		50 youth x \$55
Live Scan and TB Tests	500.00		Case Manager/Program Manager
Youth Outreach	300.00	\$25,000	Case Manager 1 Togram Manager
TOTAL:	\$447,137	\$150,000	