

## EXHIBIT A

### SCOPE OF SERVICES

#### **OVERVIEW**

The City will partner with Common Vision to implement three key components: organizing, planning, planting. The team may work with local community-based organizations such as Sierra Club, San Leandro 2050, Friends of San Leandro Creek, Unity in the Community, and Climate Reality Project to do outreach and volunteer recruitment. The outreach work will focus particularly on neighborhood buy-in for new trees through 1:1 conversations during community canvassing. Common Vision staff may also work with youth volunteers from the San Leandro High School Interact Club and Key Club, and their adult community counterparts at Rotary and Kiwanis Club for the tree plantings and canvassing.

The project will include the planting of 5000-15 gallon street trees over four years and free distribution of saplings to disadvantaged and low income communities and schools as determined by census tract in CalEnviroScreen per CalFire guidelines. The team may hold Arbor Day and Earth Day tree plantings in 2022 as well as a September community organization rally in preparation for winter rainy season plantings in October and November 2022. At each of these community events, there will be a tree distribution for saplings to go to disadvantaged community members in undertreed neighborhoods. The program team will develop a seasonal planting schedule for 2022 and 2023. The project will also include the following goals of a cumulative total of trees planted: 50 by summer 2022, 250 street trees by Dec 2022, 1000 trees by March 2023 and 1750 trees by May 2023; this will include watering, maintenance, community canvassing, and ongoing community stewardship training.

The implementation strategy is the best path to meet program objectives that address undertreed tree canopy, poor environmental air quality, and public health equity in vulnerable communities. The project meets CALFIRE's grant guidelines to reduce greenhouse gas (GHG) emissions, authentically engage the local community, and to provide multiple environmental, social, and economic benefits to the community as identified from extensive community engagement meetings from the 2019-2021 climate action planning (CAP) process and with environmental partners. The CAP identifies the need for greater tree canopy to meet its carbon sequestration goal and to meet public health co-benefits of increased shade, reduced urban temperatures, and better air quality.

This project will provide jobs for local residents through a workforce development program that will hire community members and youth primarily from frontline communities. Common Vision staff will work and receive training for jobs in arboriculture, horticulture, hydrology, climate science, permaculture, agronomy, and the electrical and solar energy industry through on-the-job training and workforce development pathways to careers programs provided by the California Community Colleges Bay Area and pre-apprenticeship training through labor union partners. Common Vision will also hire California CivicCorps conservation workers.

#### **ROLES AND RESPONSIBILITIES**

## **City of San Leandro**

The Sustainability Manager will report to CalFire as required by the grant program. They will also distribute funds to Common Vision upon receipt of monthly invoice and description of work completed. In conjunction with Common Vision staff, the Sustainability Manager will reach out to community partners and set up outreach presentations to bring them on board. They and the CivicSpark Fellow will coordinate volunteer recruitment and management, and support Common Vision for work day activities. The Sustainability Manager will be included on all communications externally and internally. The Sustainability Manager will coordinate with the City's Communications Office and Common Vision staff to prepare outreach and marketing materials.

Public Works staff will coordinate with Common Vision staff to determine planting site locations and feasibility, including tree spacing and proximity to overhead lines (this pertains to City properties and ROW only; Common Vision staff must contact property owners if plantings are proposed on private property). Specific planting plans will need approval from Public Works prior to Common Vision planting. The approval must include Common Vision staff requesting or executing upon an underground service alert (USA) for an underground utility check prior to digging. Water Pollution Control Plant staff will provide access to recycled water, and Recreation and Parks staff will provide access to well water for Common Vision staff as needed for tree watering. The Streets Supervisor will lead one tree planting training for Common Vision field staff and volunteers.

## **Common Vision**

Common Vision will cover liability for staff and volunteers. Common Vision will be responsible for invoicing the City for work done. Common Vision will review quarterly reports to CalFire and ensure all data is collected as part of the process and provided with lead time. Common Vision will manage the funds received during fundraising for the saplings.

All staff must be Common Vision employees. Common Vision staff will keep a log of planting activities on its website as well as a shared platform for volunteer hours that can be accessed by the City. Common Vision field staff will lead on logistics and work day activities/training for volunteers. Common Vision administrative staff will support fundraising for saplings, procurement of saplings, and distribution of saplings. Common Vision staff will coordinate weekly waterings of planted trees by volunteers, in coordination with the City. Common Vision will utilize an existing MOU with Peralta Community College District to provide workforce development for field staff.

The Field Coordinator(s) will provide technical assistance, training, and overall supervision and management of urban forest crew members and zone operations. Field Coordinators will participate fully in conservation projects with the crews that they supervise. They will monitor projects and provide on-site training when necessary. Field Coordinators will coordinate all aspects of the program in their designated municipal area, including all contracts for tree and plant installation programs that provide paid employment opportunities in municipal, county and state parks, private and corporate properties, and homeowner associations.

The Crew Leaders will lead teams of urban forest crew members on reforestation, conservation and community outreach and education projects in the City of San Leandro and surrounding areas and participating in environmental education, professional development, and outdoor

recreation activities. The goal of the program is to create environmental stewards and future leaders who are directed to pathways to careers workforce development certificated programs at local community colleges, universities and labor unions through community engagement, physical labor, and teamwork. Crew Leaders will work in collaboration with the City to manage individual crew members and group safety, personal development, work life, environmental education, and planting projects. Crew Leaders also represent the City of San Leandro on-site and must coordinate with the Departments of Public Works and Parks & Recreation as partners on designated projects. Crew Leaders must attend the orientation and skills-based training session prior to working on the program.

Crew Members serve in professionally supervised teams as they explore future outdoor and regenerative economy careers, learn practical field skills, and develop confidence as emerging leaders in the fields of urban forestry and conservation. Members are afforded opportunities to learn and train in academic programs within Peralta Community College District, while gaining invaluable career perspectives working alongside staff from the City's Parks & Recreation and Public Works staff, East Bay Regional Parks District, Hayward Area Recreation District, CA Resource Conservation District, US Forest Service, CA DNR, and many other stewards of public lands.

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

<b>Salary and Wages</b>			
<b>Description</b>	<b>Cost Basis</b>	<b>Volunteer Match</b>	<b>Total</b>
Project Staff x 10	37,650 hours x \$25/hour		\$941,250
Project Volunteers	25,000 hours x \$15/hour	\$375,000	
<b>Reimbursable Expenses</b>			
<b>Description</b>	<b>Cost Basis</b>	<b>Volunteer Match</b>	<b>Total</b>
Tree Supplies (Shovels, Gloves, Buckets, Stakes, Wire Ties, Compost, Mulch)	Total estimate		\$122,500
Trees	5000 trees x \$55/each		\$275,000
<b>Total Costs</b>			
Volunteer Match		\$375,000	
Total Direct Costs			\$1,338,750
Indirect Costs	12% of direct costs		\$160,650
Total Project Costs		\$375,000	\$1,499,400

## EXHIBIT C

### REQUIREMENTS RELATED TO THE COVID-19 PANDEMIC AND THE CITY OF SAN LEANDRO'S EMERGENCY DECLARATION

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, county, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Contractor shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county and local health agencies and any preventative measures specifically implemented by the City. This includes, but is not limited to, the guidance for best construction practices published by California Department of Public Health and Cal OSHA, Alameda County Order 20-14a Appendix B1 (Updated Small Construction Safety Protocol), and Appendix B2 (Updated Large Construction Safety Protocol), and all other applicable orders and guidance promulgated by federal, state, and local government agencies. In addition, Contractor agrees when entering any City buildings, Contractor will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Contractor shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, when entering City buildings, and while performing the services described in this Agreement.

## EXHIBIT D

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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