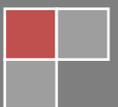




FY 2015-2016 ENVIRONMENTAL & COMMUNITY INVESTMENT AGREEMENT (ECIA) ANNUAL REPORT

Bill Lindsay, City Manager
City of Richmond
1/24/2017



FISCAL YEAR 2015-2016 ENVIRONMENTAL & COMMUNITY INVESTMENT AGREEMENT ANNUAL REPORT

BACKGROUND

On July 29, 2014, the Richmond City Council approved certification of the final Chevron Refinery Modernization Project Environmental Impact Report (EIR) and applications for a Conditional Use Permit and Design Review Permit, as well as an Environmental and Community Investment Agreement (ECIA)¹, for the Chevron Refinery Modernization Project.

The amended ECIA (Appendix A), which includes investments in community-based greenhouse gas (GHG) reduction programs, community programs, and a photovoltaic solar farm², will provide \$90 million dollars to the Richmond community over a ten-year period. The City will receive \$80 million in its coffers to fund the following GHG reduction and community programs:

GHG Reduction Programs - \$30 million

- Transportation and transit programs (including Electric City/Easy Go) - \$20.75 million
- Climate Action Plan - \$1 million
- Urban Forestry - \$2 million
- Roof-top solar, energy retrofit, zoning ordinance update - \$6.25 million

Community Programs - \$50 million

- Scholarship program - \$35 million
- Competitive grant program - \$6 million
- Job training program - \$6 million
- Public safety programs - \$2 million
- Free internet access - \$1 million

FISCAL YEAR (FY) 2015-16 BUDGET

Starting in FY 2014-15, City staff began developing the programs specified in the ECIA. Staff from the City Manager's Office and the Finance Department worked with other department staff to develop the FY 2015-16 annual budget which specified the funding allocations for each program area. On July 28, 2015, the Richmond City Council approved the FY 2015-16 ECIA budget, along with the 10-year proposed allocation budget (Appendix B).

¹ The ECIA was amended in August 2015 and December 2015.

² Marin Clean Energy secured a land option and lease agreement worth \$10 million through the ECIA to lease a sixty (60) acre brownfield site at Chevron's Richmond Refinery for the purpose of developing a new, solar photovoltaic (PV) electricity generating facility.

Table 1 shows the total 10-year allocation per category, the approved amount spent in FY 2015-16 per program, and the amount available to expend after the close of FY 2015-16 for use in future fiscal years.

TABLE 1: 10-YEAR TOTAL BUDGET & FY 2015-16 BUDGET ALLOCATION

<u>PROGRAM</u>	<u>TOTAL 10-YEAR ALLOCATION</u>	<u>FY 2015-16 AMOUNT SPENT</u>	<u>TOTAL AMOUNT REMAINING</u> (at close of FY 2015-16)
GREENHOUSE GAS (GHG) REDUCTION PROGRAMS			
Transportation & Transit Programs	\$ 20,750,000	\$ 15,000	\$ 20,735,000
Mobility Master Plan		\$ 0	
Electric-City		\$ 0	
Easy-Go		\$ 0	
Transportation & Transit		\$ 15,000	
Climate Action Plan³	\$ 1,000,000	\$ 387,225	\$ 612,775
Urban Forestry	\$ 2,000,000	\$ 95,547	\$ 1,904,453
Roof-top Solar & Energy Retrofit	\$ 6,250,000	\$ 473,806	\$ 5,776,194
Zoning Ordinance Update		\$ 376,964	
Energy Efficiency Programs		\$ 96,842	
GHG REDUCTION PROGRAMS SUB -TOTAL	\$ 30,000,000	\$ 971,578	\$ 29,028,422
COMMUNITY PROGRAMS			
Richmond Promise (Scholarship)⁴	\$ 35,000,000	\$ 88,278	\$ 34,911,723
Competitive Grant Program	\$ 6,000,000	\$ 0.00	\$ 6,000,000
Job Training Programs	\$ 6,000,000	\$ 529,452	\$ 5,470,548
Summer Youth Program		\$ 294,438	
YouthWORKS		\$ 150,000	
Literacy for Every Adult Program		\$ 85,014	
Public Safety Programs	\$ 2,000,000	\$ 421,944	\$ 1,578,056
Explorers		\$ 9,856	
Family Justice Center		\$ 17,088	
CCTV Program		\$ 395,000	
Free Internet Program	\$ 1,000,000	\$ 44,876	\$ 955,124
COMMUNITY PROGRAMS SUB-TOTAL	\$ 50,000,000	\$ 1,084,550	\$ 48,915,451
TOTAL	\$ 80,000,000	\$ 2,056,128	\$ 77,954,567

³ Includes expenditures of \$28,862 in FY 2014-15

⁴ \$88,278 in expenditures are recorded in the Richmond Promise bank account

ANNUAL REPORTING REQUIREMENTS

Per the guidelines of the Chevron Refinery Modernization Project Environmental Impact Review (EIR) and the ECIA, the City is required to submit annual reports on both greenhouse gas (GHG) reduction programs and community programs after the close of each fiscal year in which ECIA funds were spent. The annual reports shall include the following information:

- Project descriptions, outcomes and contributions to the City
- Performance measures including when applicable, GHG reductions metrics
- Financial report to track expenditures for all approved programs

The information to follow serves as the annual report for greenhouse gas (GHG) reduction programs and community programs funded through the ECIA in FY 2015-16 and was gathered from quarterly reports submitted by project managers. FY 2015-16 budget allocations, as well as actual amounts spent in FY 2015-16 are included as part of each program update.

Mitigation Monitoring and Reporting Program

City staff plan to begin providing annual reports to the Planning Commission regarding Chevron's compliance with the Mitigation Monitoring and Reporting Program (MMRP) after the first full year of project construction, per the conditional use permit. Annual reports to the Planning Commission will be provided on or before March 31st of each year beginning after the first full year of project construction. Construction commenced in July 2016. Therefore, staff's first annual compliance report to the Planning Commission will be provided before March 31, 2018.

Greenhouse Gas (GHG) Reduction Programs

Transportation and Transit Programs (City Manager’s Office)

Budget Summary

10-Year Budget Allocation	\$20,750,000
Amount Spent in FY 2015-16	\$ 15,000
Total Amount Remaining (at close of FY 2015-16)	\$20,735,000

Over ten years, a total of \$20,750,000 is currently allocated for transit-related programs. Per the ECIA, transportation programs could consist of, but are not limited to, the following:

- Electric City – a cutting edge comprehensive plan to increase electric vehicle usage and reduce GHG emissions
- Easy Go – a program to implement green transportation programs such as private car sharing, coordinator group trips, car-pooling, transit passes, and bicycle sharing
- Electric vehicle subsidies and charging stations
- City-wide shuttle service
- Programs to increase mobility and walkability for Richmond residents
- Supporting infrastructure, services, programs and technology to accommodate various transit options
- Rebates to residents for the purchase of electric vehicles

First Mile / Last Mile Transportation Strategic Plan

A Request for Proposals (RFP) for the First Mile / Last Mile Transportation Strategic Plan (Plan) was released in May 23, 2016. The completed Plan will identify assets, key transportation routes, and key deficiencies in the local and regional transportation networks and include specific recommendations to improve multi-modal connectivity within the City of Richmond, as well as adjacent communities. The Plan will also focus on issues such as safety, accessibility, mobility, proximity, connectivity, multimodality, and sustainability.

Highlights:

- Released the First Mile Last Mile Transportation Strategic Plan RFP in May 2016
- City Council established an ECIA Transportation Committee in June 2016 to:
 - Provide input into the development of the Plan
 - Help develop performance measures to monitor the effectiveness of the programs
 - Make recommendations to the Richmond City Council on program prioritization and funding allocation

Staff time spent writing the RFP in FY 2015-16 was not charged to the ECIA fund. In October 2016, City staff selected consultant firm Nelson Nygaard to author the First Mile/Last Mile Transportation Strategic Plan. Recommendations for how ECIA transportation funds can be utilized will be included in the Plan and staff will begin to develop and/or implement programs in FY 2016-17. It is estimated that the Plan will be completed by May 2017.

Transportation Investment Generating Economic Recovery (TIGER) Grant

In FY 2015-16, City staff hired a consultant for \$15,000 to help write a Transportation Investment Generating Economic Recovery (TIGER) grant. The TIGER grant program provides a unique opportunity for the Department of Transportation to invest in road, rail, transit, and port projects that promise to achieve national objectives.

Although the City was not successful in receiving a TIGER grant and no additional ECIA funds were expended in FY 2015-16, City staff continued to manage existing transportation-related projects such as the electric vehicle station project, car and bicycle share programs and shuttle programs, which were funded with state and/or federal grants.

Bicycle Rack Voucher Program

Through the Bay Area Air Quality Management District's Bicycle Rack Voucher Program (BRVP), City staff applied for and was awarded two grants totaling \$14,760 to help acquire and install a total of 100 bicycle racks. The first grant helped the City install 72 bicycle racks at Richmond and Kennedy High Schools, Lovonya Dejean Middle School, the new Family Justice Center, the Richmond Plunge, the Richmond Swim Center, and Civic Center Plaza. The second grant will allow the City to install an additional 28 bicycle racks at Foods Co and Walgreens at the downtown Richmond Shopping Center, the Richmond Recreation Complex, the Atchison Village community center and park, and the East Bay Center for the Performing Arts. All grant expenditures will be made in FY 2016-17.

Highlights:

- Utilized \$7,368 in ECIA transportation funds to leverage \$11,160 in grant funds to purchase and install 72 bicycle racks
- Utilized \$1,100 in ECIA transportation funds to leverage \$3,600 in grant funds to purchase and install 28 bicycle racks



Bike Racks at Civic Center Plaza and Kennedy and Richmond High Schools

Climate Action Plan (City Manager's Office)

Budget Summary

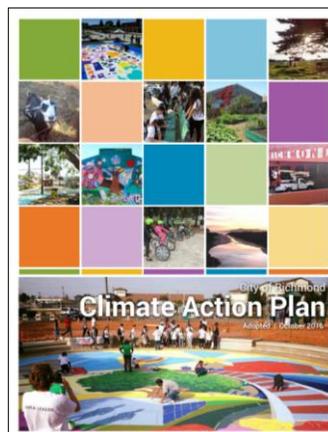
10-Year Budget Allocation	\$1,000,000
Amount Spent in FY 2015-16	\$ 387,225
Total Amount Remaining (at close of FY 2015-16)	\$ 612,775

The Richmond Climate Action Plan (CAP) serves as a roadmap for how the City will reduce GHG emissions, create jobs, and prepare for the impacts of climate change on public health, infrastructure, the economy, ecosystems, and public spaces in our community. The CAP supports previous Richmond City Council directives and establishes a 2020 GHG reduction target of 15 percent below 2005 levels by 2020. Successful implementation of the CAP will result in numerous co-benefits to the community, and will position the City to obtain grant funding for sustainable development programs such as affordable housing, transit oriented development, multimodal transportation improvements, and urban forestry.

Highlights:

- Robust community and stakeholder engagement within the development of the plan
- Completed environmental review of the plan to streamline projects and programs
- Approval of pilot implementation projects during development of the plan
 - Accepting and implementing a \$1.495 million dollar grant for the California Energy Commission for advanced energy community initiative
 - Solarization of 98-units at Triangle Court community

Richmond City Council unanimously adopted the CAP on October 25, 2016. The next steps for the implementation of the CAP include (1) continued community engagement; (2) incorporating CAP action items and policies into the City's 5-year business plan; and (3) providing an option to Richmond City Council at the mid-year budget review to enroll all City electric accounts into the 100 percent renewable MCE "Deep Green" energy program (MCE is a public agency and not-for-profit electricity provider that gives customers the choice of having 50% to 100% of their electricity supplied from clean, renewable sources such as solar, wind, bioenergy, and hydroelectric at competitive rates).



Urban Forestry (Department of Infrastructure & Maintenance - Parks Division)

Budget Summary

10-Year Budget Allocation	\$ 2,000,000
Amount Spent in FY 2015-16	\$ 95,547
Total Amount Remaining (at close of FY 2015-16)	\$ 1,904,453

The City of Richmond's Parks and Landscaping Division utilized ECIA funds, along with funds from a CalFire grant, to help fund a multi-year contract with Groundwork Richmond (GWR), a Richmond-based non-profit organization that aims to improve and manage the physical environment through collaboration. With ECIA funds, GWR is contracted to: (1) perform public outreach and assist with grant writing; (2) coordinate the tree-planting, tree care, tree inventory and carbon sequestration of trees planted in Richmond by non-profit organizations; (3) coordinate the City's adopt-a-tree program to encourage residents to "adopt" a tree in front of their home; and (4) support the purchase of materials and equipment.

Highlights:

In partnership with the City Parks Department, GWR:

- Helped institute the City's Tree Coordination Committee (comprised of city staff and non-profit partners) to ensure coordination of all tree-planting activities
- Helped review the Greening Master Plan which will be presented at Richmond City Council in November 2017
- Worked with city staff to apply and qualify for the City of Richmond Tree USA designation
- Participated in JFK Build Day/Arbor Day MLK Day of Service, President's Day, Earth Day, Cesar Chavez Day, and other volunteer tree planting activities
- Supported the creation of and participated on the Urban Forestry committee
- Helped develop a database for tree inventory for use by nonprofits
- Helped create a monitoring system to track individual tree species, planting schedules, maintenance schedules, and the amount of carbon gasses sequestered at 42 years

Metrics:

<u>Milestones</u>	<u>Amount</u>
Trees planted	155
Number of residents recruited to participate in adopt-a-tree program	65
Nonprofits engaged	5
Community members engaged through outreach via newsletter, facebook, press releases	2525
Number of volunteers	225
Trees inventoried	405
Carbon data captured	85.5 metric tons



Tree Planting Activities

Roof-top Solar & Energy Retrofit Programs

Budget Summary

10-Year Budget Allocation	\$6,250,000
Amount Spent in FY 2015-16	\$ 473,806
Zoning Ordinance Update	\$ 376,964
Energy Efficiency and Renewable Programs	\$ 96,842
Total Amount Remaining (at close of FY 2015-16)	\$ 612,776

Zoning Ordinance Update (Planning Department)

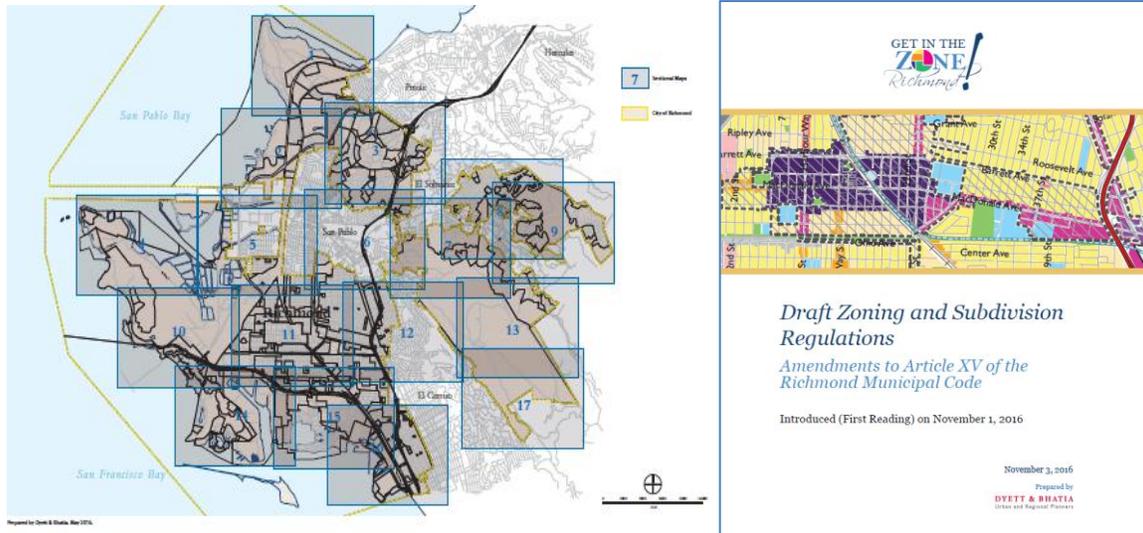
FY 2015-16 Actual Expenditures	\$ 376,964
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The City of Richmond's current Zoning Ordinance has been in effect since 1997, and does not reflect the current goals and policies of the City's 2030 General Plan. Beginning in July 2015, the City's Planning Department entered into a contract with Dyett and Bhatia Urban and Regional Planners to complete the comprehensive zoning update and associated environmental documents to bring the City's zoning map, development standards, and land use regulations into conformance with the General Plan 2030.

Once finalized, the comprehensive Zoning and Subdivision Regulations Update are intended to meet the following objectives:

- Make zoning consistent with applicable federal and state law
- Establish standards for high quality design in the various zoning districts
- Support economic growth, housing, transportation, open space, sustainability, and healthy community objectives of the General Plan
- Provide incentives for affordable housing and for compact, pedestrian-oriented, mixed-use development in corridors and on infill sites
- Clarify and, where appropriate, streamline discretionary and design review procedures and permits
- Continue to provide for community input
- Facilitate creation of a web-based document with a user-friendly interface

The preliminary draft regulations were presented for comment at several study sessions held during Planning Commission meetings beginning in February 2016 through July 2016. The draft zoning and subdivision regulations and zoning map were released for public comment on August 18, 2016. On October 20, 2016, the Planning Commission recommended approval of the draft Zoning Update and Zoning Map to the Richmond City Council. The Richmond City Council considered the Zoning Update and Zoning Map on November 1, 2016 and voted to introduce the Zoning Update and Zoning Map. The second reading for the Zoning Update Ordinance is scheduled for November 15, 2016. If adopted, the Zoning Update and new Zoning Map will be effective on December 15, 2016.



Zoning Ordinance Update Map and Cover Page

Energy Efficiency and Renewable Energy Programs (City Manager's Office)

FY 2015-16 Actual Expenditures	\$ 96,842
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The City of Richmond entered into a three-year partnership with GRID Alternatives (GRID) to dramatically increase the scale of solar energy deployment by providing free solar-panel systems to income-qualifying homeowners in Richmond and North Richmond using a combination of state rebates, ECIA funds and local labor. Over a three-year span, the final outcome of this initiative will result in 130 solar panel systems installed for income qualifying homeowners. The systems will generate over \$2.2 million in energy cost savings for families, over 15,000 hours of job skill building experience in solar installation for community volunteers and job trainees, and nearly 7,000 tons of Greenhouse Gas (GHG) emissions reductions.

Metrics (through 9/30/2016):

<u>Milestones</u>	<u>Amount</u>
Kilowatts (AC) installed	91.89
Number of families served	40
Cost savings for Richmond residents over the system's lifetimes	\$987,734.23
GHG emissions eliminated over the system's lifetimes	2,031 metric tons
Hours of hands-on skill building for volunteers and job seekers	3,622
Total project costs	\$515,147.65
Total amount leveraged by MCE, State and Federal Funding	\$422,992.37

Additional highlights of the City's energy initiatives include (1) securing a \$1.5 million dollar grant from the California Energy Commission to accelerate energy programs and initiatives; (2) executing an agreement for a zero-cost solarization of 98-units at the Triangle Court multi-family community, and (3) collaborating with Richmond Community Foundation to solarize homes with the City's Social Impact Bond housing rehabilitation program.

Next Steps:

- Complete installation of 95 solar systems on Triangle Court multi-family community by May 2017
- Develop a green roof repair pilot program with GRID to serve more households
- Return to City Council for authorization of ECIA funds to fund advanced energy initiatives including incentives and programming for:
 - Installation of electric vehicle charging stations
 - Upgrades to zero-net energy homes and solar incentives
 - Energy upgrades for small businesses through PG&E and Marin Clean Energy (MCE) Smart Lights program
 - Energy upgrades for multi-family housing through partnerships with MCE programs



Solar Panel Installations

Community Programs

Richmond Promise Scholarship Program

(City Manager’s Office/Richmond Promise)

Budget Summary

10-Year Budget Allocation	\$ 35,000,000
Amount Spent in FY 2015-16	\$ 88,278
Total Amount Remaining (at close of FY 2015-16)	\$ 34,911,723

Officially launched in January 2016, the Richmond Promise is a community-wide college scholarship fund and college success initiative to build a college-graduating culture in Richmond where all young people graduate high school with the skills and resources necessary to attend and afford college, attain a post-secondary degree, and live healthy, opportunity-rich lives.

The cornerstone of the Richmond Promise is a \$1,500 community-wide scholarship initiated by a 10-year, \$35 million seed-investment from the ECIA. The scholarship is available for any student in Richmond who graduates from a local high school, and pursues a 2-year, 4-year, or Career Technical Education Certificate. In this first year, the Richmond Promise awarded 284 scholarships to the inaugural class of 2016.

To help improve the possibility for post-secondary success for students, Richmond Promise is also involved in a unified effort between the City of Richmond, West Contra Costa Unified School District, Contra Costa College, and the Richmond community to align resources to ensure that students are ready and resourced to attend college, and attain a post-secondary degree.

Starting in FY 2014-15, and prior to the January 2016 launch of the Richmond Promise, the City Manager’s office was tasked with managing and developing key components of this program to ensure that scholarships were available for the graduates of the 2015-2016 school year.

Highlights (performed by City Manager’s Office staff prior to January 2016 launch):

- Attended the PromiseNet Conference with over 20 different Promise communities from across the United States, and began networking and researching in depth with 10 communities to form a basis of best practices and lessons learned to inform the initial draft of the Richmond Promise Strategic Action Plan for public review
- Developed eight (8) financial models which combined scenarios for comparing a variety of award amounts, student applicants, and investment strategies over a 10-year period
- Hosted a workshop with area charter and private schools to obtain data to inform more accurate financial projections for the Council’s discretion
- Provided the Richmond City Council with policy recommendations regarding

- eligibility criteria and award amount to finalize the project criterion
- Organized, staffed, and provided research and materials for the Richmond Promise Ad Hoc Committee which met six times between July 2, 2015 and August 24, 2015
- Retained an educational consultant to collaborate with the West Contra Costa Unified School District (WCCUSD) to facilitate the development of four separate formal Memorandums of Understanding to verify applicants, share data for accountability, develop programmatic relationships around college readiness, and formalize partnerships with charter and private schools within the WCCUSD catchment area
- Worked with Orrick, LLC on a pro bono basis to develop 501(c)(3) bylaws for the incorporation of Richmond Promise, Inc. (service)
- Issued Executive Director job announcement, interviewed nine candidates, and hired Jessie Stewart as Richmond Promise's first Executive Director.
- Formally retained Scholarship America to process applications and administer awards, and assisted in the development of an online application for students in English and Spanish.
- Developed and implemented a community engagement strategy to solicit feedback and input on the Richmond Promise Strategic Action Plan, which included:
 - Two community-wide workshops in June 2015 (attended by over 500 residents)
 - Two youth visioning projects with high school students from across Richmond in collaboration with the East Bay Center for the Performing Arts and the RYSE Youth Center
 - Cross analysis of public comment forums including Richmond City Council meetings, comment cards, and online comment forums
- Developed City-based website to host public information and updates surrounding Richmond Promise activities and outreach materials and marketing materials to promote FAFSA, Dream Act, and Richmond Promise application completion, including designs specific to school sites at six different local high schools.
- Met with postsecondary institutions, including Contra Costa College, UC Berkeley, University of San Francisco, and Xavier University to develop student support initiatives and wrap around services.

Highlights (after the January 2016 launch):

- Established Richmond Promise, Inc. as an independent non-profit, with a board of directors representing key cross-sector institutional leaders
- Filed 1023 application with IRS. Received 501(c)(3) tax exempt status on October 7, 2016
- Awarded 284 Scholarships to the graduating class of 2016 across 13 schools
 - WCCUSD: 9 schools (72% of total applicants)
 - Charter: 2 Schools (24% of total applicants)
 - Private: 2 Schools (4% of total applicants)
- 100% of Richmond Promise scholarship recipients completed the FAFSA or Dream Act by the Cal Grant deadline, qualifying them for maximum state and federal financial aid
- Organized and attended 53 separate workshops, meetings, and in-class

assistance in partnership with the City Manager's office and other community partners and in coordination with high school counselors and college and career centers to provide hands-on support to students and families with the Richmond Promise scholarship and financial aid

- Hosted celebration in June 2016 with over 1000 Richmond students and families in attendance
- Developed website of community resources and college-access events including a Richmond Promise 101 Video
- Provided proactive college access supports over the summer: made over 500 phone calls to students and held office hours to assist with scholarship paperwork and provide general college access supports
- Created Senior Year Survival Guide to support Richmond students with monthly check-lists and resources to stay on track in 12th grade
- Developed 2016-17 scholarship outreach strategy and application deadline to align with early FAFSA release

In FY 2016-17, Richmond Promise will continue to build and deepen partnerships within the Richmond community, and with institutions of higher education to ensure students are connected with the resources necessary to access, afford, and attain a post-secondary degree. The four primary cornerstones of this effort include:

1. College Access & College-Knowledge: Increasing access to, and readiness for, scholarship by hosting student and family workshops to support financial-aid application completion, and May College Success Workshops for Richmond Promise scholarship recipients to build "college knowledge" and support a successful transition from high school to college.
2. College Awareness & College-Going Culture: Build and implement a Near-Peer Richmond Promise Ambassador Program. This program will train Richmond Promise college students to come back and facilitate college conversations with high school and middle school students. The plan is to pilot this program at Kennedy High School in Spring 2017.
3. College Degree Attainment: Formalize partnerships with colleges and universities to create pathways for a successful transition to college and targeted supports for on-time matriculation to earn a post-secondary degree. The centerpiece of this partnership is a first-year experience pathway at Contra Costa College. This pathway will be directly linked to eligibility requirements for Richmond Promise scholars attending Contra Costa College, including supportive services such as summer-bridge, and transfer-pathway cohort, and focused transfer guidance from UC and CSU transfer advisors.
4. College Affordability: Increase financial aid awareness and completion, and build the endowment for the Richmond Promise to grow and sustain the Richmond Promise scholarship fund in perpetuity.

Metrics:

<u>Milestones</u>	<u>#/% Completed</u>
Number of workshops to support students and families apply	53
Percentage of eligible students that <u>applied</u> ⁵	45%
Number of students that <u>applied</u> for a Richmond Promise Scholarship (submitted application)	449
Number of students <u>awarded</u> the Richmond Promise Scholarship (submitted a <i>complete and accurate</i> Richmond Promise scholarship application)	384
Number of students that <u>claimed</u> the Richmond Promise Scholarship (completed paperwork and enrolled full-time in the fall)	284
Percentage of students awarded the Richmond Promise Scholarship who are first generation college-students (N = 384) (parents' highest level of education is high school or below)	60.7% (N = 233 students)
Race/ethnicity of students awarded the Richmond Promise Scholarship (N = 384)	<ul style="list-style-type: none"> • 66.7% Hispanic/Latino (N = 256 students) • 18% Black or African American (N = 69 students) • 7.3% Asian (N = 28 students) • 3.4% White (N = 13 students) • 2.3% Filipino (N = 9 students) • 1.8% Asian Indian (N = 7 students) • 0.5% Multicultural/ethnic (N = 2 students)
Percentage of total awarded students eligible for Free or Reduced Lunch	66.2% (N = 254 students)
Percentage of total awarded students who completed the FAFSA and were eligible for the Pell Grant	68.5% (N = 235 students)
Gender of total awarded students	48.4% female (N = 186 students) 51.6% male (N = 198 students)

⁵ Approximate number based on number of students with Richmond addresses. These students do not necessarily meet consecutive enrollment requirements.

<p>Number of students that <u>claimed</u> the Richmond Promise Scholarship by School</p> <p>(completed paperwork and enrolled full-time in the fall)</p>	<p>Total students: 284</p> <ul style="list-style-type: none"> • De Anza HS: 33 Recipients • El Cerrito HS: 46 Recipients • El Sobrante Christian: 2 Recipients • Greenwood: 1 Recipient • Hercules HS: 1 Recipient • Kennedy HS: 38 Recipients • Leadership Public Schools: 55 Recipients • Making Waves Academy: 27 Recipients • Middle College: 14 Recipients • Pinole Valley HS: 10 Recipients • Richmond HS: 46 Recipients • Salesian HS: 9 Recipients • Vista High: 2 Recipients
<p>Top Colleges: Number of students that <u>claimed</u> the Richmond Promise Scholarship by College</p>	<ul style="list-style-type: none"> • Contra Costa College (71 students) • San Francisco State University (21 students) • Berkeley City College (15 students) • Diablo Valley College (14 students) • University of California, Merced (13 students) • College of Marin (13 students)



Eligible Richmond Promise Scholarship Participants

Competitive Grant Program (City Manager's Office)

Budget Summary

10-Year Budget Allocation	\$ 6,000,000
Amount Spent in FY 2015-16	\$ 0
Total Amount Remaining (at close of FY 2015-16)	\$ 6,000,000

Through a competitive process, \$6 million over 10 years is available to award grants to highly qualified organizations that provide programs to Richmond residents focused on community, youth, and youth sports. The City Manager's office convened an inter-departmental working group consisting of members from Housing, the City Attorney's Office, the City Council Office, the Mayor's Office, and the Finance Department to help develop a proposed process for program implementation to discuss key grant components and to draft guidelines for the program.

The Richmond City Council established the ECIA Grant program in January 2016 and staff released the grant application in March 2016. Council appointed a review committee in April 2016 which evaluated and scored 98 applications and put forth grant award recommendations to the Richmond City Council for 14 Richmond-based non-profits in July 2016. No funding was allocated to staff time in FY 2015-16. Awards will be dispersed in FY 2016-17.

Highlights:

- Contacted over 250 non-profit, 150+ faith-based, and more than 25 youth sports organizations
- Hosted three (3) information sessions in February and March 2016 (attended by 95 people)
- Hosted two (2) technical review workshops to review the grant guidelines and application in March 2016 (attended by 24 people)
- Hosted a free grant writing workshop, in partnership with the Richmond Community Foundation in April 2016 (attended by 86 people)
- Provided opportunities for organizations to submit successful applications by allowing access to the City's computer lab to complete grant applications, offering early review of grant application, and uploading all materials and taped sessions on the ECIA Community Grant webpage
- Received 98 applications (totaling over \$5.1 million in funding requests) of which 72 were Richmond-based organizations

The following 14 organizations were awarded grants for the FY 2016-2017 grant cycle.

<u>Organization</u>	<u>Project Titles</u>	<u>ECIA Grant Award Amounts</u>
Young Men's Christian Association of the East Bay	Downer Family YMCA Youth and Family Program	\$40,000
Building Blocks for Kids	Our Future/Nuestra Futura	\$50,000
Richmond Art Center	Art in the Community Programs in Richmond	\$50,000
Mira Vista Elementary PTA (Gardens)	Grow Mira Vista School Gardens: A model outdoor learning educational program	\$10,000
Urban Tilth	Verde Elementary Partnership Garden: Planting love for learning through healthy, hands on edible education in the heart of North Richmond	\$50,000
West Contra Costa Public Education Fund (Ed Fund)	Kennedy High School College Bound Network	\$65,000
LifeLong Medical Care	Richmond Community Wellness Initiative	\$53,000
Youth Enrichment Strategies - YES Nature to Neighborhoods	YES Wellness Program: Nurturing Richmond Residents to Become Leaders	\$50,000
POGO Park	POGO Park Play Program	\$65,000
Rubicon Programs - Reentry Success Center	Getting It Right: Skills, Supports, and Attitudes for Reentry Success	\$50,000
Bay Area Rescue Mission	BA Rescue Mission Essential Services	\$13,000
Contra Costa Family Justice Alliance	The Family Justice Center	\$60,000
Young Men's Christian Association of the East Bay (Mindful Life Project)	Supporting Richmond Youth Through Mindfulness	\$25,000
Girls, Inc. of West Contra Costa	The Girls Inc. Experience	\$19,000
TOTALS		\$600,000

The City plans on hosting approximately four-five free capacity building trainings within FY 2015-16 to support the 14 grantees, as well as other non-profit organizations providing services in Richmond. It is anticipated that the next grant cycle will be released in early 2017 after City Council review and approval.



Grant Writing Workshop and Application Submissions

Job Training Programs

Budget Summary

10-Year Budget Allocation	\$ 6,000,000
Amount Spent in FY 2015-16	\$ 529,452
Summer Youth Program	\$ 294,438
YouthWORKS	\$ 150,000
Literacy for Every Adult Program (LEAP)	\$ 85,014
Total Amount Remaining (at close of FY 2015-16)	\$ 5,470,548

Summer Youth Program (Employment & Training)

FY 2015-16 Actual Expenditures	\$ 294,438
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The Summer Youth Employment Program is a component of the YouthWORKS division of the Employment and Training department that is equipped to provide work-based learning opportunities to Richmond youth ages 15 - 21. While younger youth are encouraged to remain in school and are provided workforce exposure, our older youth and young adults have an opportunity to reflect on post-secondary and/or career options, and are provided with direct opportunities to acquire the skills and experience needed to secure employment. Additionally, the Summer Youth Employment Program staff facilitates meaningful and interactive workshops designed to provide participants with the opportunity to develop the skills necessary to meet Richmond's present and future employment needs.

Highlights

- Provided meaningful employer-based work experiences for 261 Richmond youth at 45 worksites
- Provided each youth the opportunity to work 100 hours at \$9 per hour
- Youth earnings provided a return on investment into the local economy
- Prior to job placement, each youth completed workshops in money management, sexual harassment, resume writing and work readiness soft skills



Richmond Sol Job Placement



Milo Animal Shelter Job Placement



Nevin Community Center Placement

YouthWORKS (Employment & Training)

FY 2015-16 Actual Expenditures	\$ 150,000
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YouthWORKS, a division of Employment and Training department, provides at-risk and in-risk Richmond youth ages 16-24 with a personalized service system designed to address their academic, social, and economic needs. The Employment & Training department contracted with Straight Talk on Prison (STOP) to coordinate all academic and service learning supportive services that included daily academic support in the form of one-to-one tutoring, cultural enrichment field trips, life skill workshops, and a variety of opportunities to complete service learning hours. Additionally, the STOP coordinator worked alongside case managers to proctor math and English assessments, address transportation barriers, and provide mentorship.

Highlights:

- A total of 80 participants received case management services. Of this total, 20 youth who were struggling in college prep courses such as math and science and/or who desired to increase their overall GPA received one-on-one academic tutoring support
- Provided each in school youth with 3 service learning opportunities
- All participating in-school youth attained 100% California High School Exit Exam passing rate
- Youth participated in public art projects and worked with CommunityWORKS/ Richmond Trees to learn the basics of horticulture and urban revitalization
- Attended the Richmond Promise orientations to help prepare students to apply for the Richmond Promise scholarship
- Richmond young men had the opportunity to tour San Quentin State Prison and visit with inmates to discuss lifestyle choices. This transformative event promoted positive decision making and introduced these young men to the realities of living a lifestyle of crime



Community Works Project



Richmond Promise Information Session

Literacy for Every Adult Program (Library & Cultural Services – LEAP)

FY 2015-16 Actual Expenditures	\$ 85,014
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LEAP provides basic literacy instruction to prepare adults (who lack a high school diploma) with the necessary soft and hard skills to (1) prepare for a General Educational Development (GED) or high school equivalency test necessary for the workforce, (2) prepare for job training programs requiring a high school equivalency test, and (3) prepare for career and technical training programs at the community college level and/or adult/school. Instruction is provided through the use of paid instructional staff, community volunteers, and blended learning opportunities that develop competency in technology for the work place and academia.

LEAP used ECIA funding to pay for one full-time position that was critical to meet the needs of the most educationally challenged residents in the Richmond community. Any resident reading below an 8th grade level will work in LEAP's Adult Basic Education Literacy program.

Highlights:

- 240 Workforce Innovation and Opportunity Act II eligible adults served: 113 unemployed, 77 employed, 50 under employed
- Students gained on average between 2-5 points on their CASAS post-assessment, a competency-based assessment system, helping them move closer to passing their GED
- 25 students moved into the GED program
- 2 students passed the GED
- 8 students passed 1 or 2 parts of the GED

LEAP initiated a closer working relationship with RYSE to address trauma related issues among LEAP's younger population. Following a staff training with RYSE, LEAP

introduced a new case review model to build in greater identification of environmental stressors for students and stronger referral services on an as-needed basis. LEAP also implemented project-based learning by adding a Lego Robotics pilot program. The curriculum focused on Science, Technology, Engineering & Math (STEM) and coding, and proved to be a successful addition for the students.

LEAP launched two new initiatives for adults who require certification to move forward in career and/or college: (1) preparations for the newly recognized HiSet (similar to GED) and (2) scholarship opportunity and support for the new Gale-Cengage Career On-line High School Diploma program.



LEAP Field Trip and Graduation

Public Safety Programs (Richmond Police Department)

Budget Summary

10-Year Budget Allocation	\$ 2,000,000
Amount Spent in FY 2015-16	\$ 421,944
Explorers	\$ 9,856
Family Justice Center	\$ 17,088
Closed Circuit Television (CCTV) Program	\$ 395,000
Total Amount Remaining (at close of FY 2015-16)	\$ 1,578,056

Explorers

FY 2015-16 Actual Expenditures	\$ 9,856.41
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The Richmond Police Department (RPD) Explorer Post #110 strives to create interest in law enforcement by exposing youth to the many duties police officers perform while building self-confidence and character. Through service to the community, the explorers provide security for public events, fingerprint community children, volunteer at police substations, work with the Amber Schwartz and Polly Klass Foundations, perform as role players for the crisis/hostage negotiations team training, and perform clerical duties and data entry.

Highlights:

- Partnered with Hilltop Church of Christ to feed over 500 homeless and low-income families
- Worked with community members, other local police and fire departments to provide over 2,500 in donated toys to organizations such as Toys for Tots, Children's Hospital, Bay Area Peace Keepers, local housing centers, homeless children and other community members
- Worked with RPD's Crime Prevention Unit and the different police bureaus to disseminate information and provide safety/crime prevention information to community members
- Worked with Contra Costa Community College and organized a multi-jurisdiction Explorer Youth Academy that trained and mentored youth for careers in law enforcement
- Worked various events including, but not limited to, Cinco de Mayo and Juneteenth parade and festivals, the RPD-sponsored Foster Care Forum, the City's annual Easter Egg hunt, informational fair at the Barrett apartments, and DeAnza and Richmond High School's senior proms/graduations
- Trained and prepared for the 8th Annual Central Valley Law Enforcement Explorer Competition held in April 2016 and assisted in sponsoring the Felony Vehicle Stop Scenario and the Shooting Scenario



Explorers in Action

Family Justice Center

FY 2015-16 Actual Expenditures	\$17,087
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The Family Justice Center, which opened in June 2015, is located at 256 24th Street, and will serve as a one-stop center for people affected by domestic violence, sexual assault, elder abuse, child abuse, and human trafficking. ECIA funds were used to support construction costs related to the renovation of the Center.



Family Justice Center Building

Closed Circuit Television Cameras (CCTV)

FY 2015-16 Actual Expenditures	\$395,000
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The closed-circuit TV (CCTV) cameras are located in key areas of the city and help to identify suspects, gather leads, and discourage individuals from committing crimes. ECIA funds helped cover the costs of the part-time employees which are assigned to the CCTV program. Staff watched CCTV footage and assisted with supporting the in-car video system and the Police Department's internal camera system.

CCTV officers:

- Provided visual coverage on at least 68 vehicles and pedestrian stops
- Directed abatement to 18 illegal dump areas
- Witnessed various "quality of life" violations each month
- Helped reduce public nuisances, identify suspicious/stolen vehicles, provide investigative leads for felonies



CCTV Officer at Work

Free Internet (Information Technology)

Budget Summary

10-Year Budget Allocation	\$1,000,000
Amount Spent in FY 2015-16	\$ 44,876
Total Amount Remaining (at close of FY 2015-16)	\$ 955,124

The City of Richmond faces the challenge to bridge the digital divide in the underserved areas of the City. ECIA funds will help fund a free internet access program which will consist of a wireless system of repeaters that will help provide reliable internet access to households within the fence-line communities, especially those within the Iron Triangle area. An estimated 2000 Wi-Fi antennas are needed for this project and the cost for equipment, installation and maintenance is \$500 per home for a proposed total cost of \$1,000,000.

The first phase of the project consisted of design, testing, engineering, planning, and installation of backhaul Wi-Fi Antennas for the community internet system for a total of \$44,876. Future phases will consist of additional Wi-Fi tower upgrades and implementation of 1000 Wi-Fi Antennas each year for a cost of \$650,000 in year two, and \$305,124 in year three.

Highlights:

- Defined areas of deployment and began early engineering design phase
- Formed project team
- Launched and tested the pilot proof of concept design in January 2016
- Identified City community buildings for community Wi-Fi deployment with cabling improvements and access points procured for the City Council chambers, auditorium and library
- Identified additional fiber runs for community centers
- Collaborated with the West Contra Costa Unified School District (WCCUSD) on expanded building and fiber access
- Completed and Indefeasible Right of Use Agreement (IRU) with the WCCUSD fiber vendor and Internet Archive for use of fiber and conduit
- Presented to 80 Richmond High School students on the City's efforts for community Wi-Fi and received recommendations from these students on their vision of expanded access



Equipment Installation

MCE Clean Energy Solar Farm

MCE Clean Energy (MCE) is a public, not-for-profit electricity provider that gives residential and business customers the choice of having 50% to 100% of their electricity supplied from clean, renewable sources such as solar, wind, bioenergy, geothermal and hydro at competitive rates. By choosing MCE, customers help support new in-state and locally developed renewable generating capacity. The City of Richmond joined MCE in 2012.

Through the ECIA, MCE secured a land option and lease agreement to lease a 60-acre brownfield site at Chevron's Richmond Refinery for the purpose of developing a new, solar photovoltaic (PV) electricity generating facility of 10.5 megawatts (MW) to supply a portion of the future renewable electric energy requirements of MCE customers. The project will generate an estimated 23,000,000 kWh per year which is enough energy for approximately 3,800 homes (3 MWh per MCE residential customer).

Highlights:

- 100% of the energy is to be sold to MCE customers
- Cenergy has been engaged as the General Contractor/Construction Manager and is on-track to exceed the minimum 50% local hiring mandate
- Project planning and design in advanced stages
- Construction plans submitted for permits
- Expect to apply for permit in late November/early December 2016
- Site preparation under way including environmental mitigations, Storm Water Pollution Prevention (SWPP), security fencing, job trailer installed on-site, grading, site cleanup, etc.

The installation of equipment is slated for late January/early February 2017. It is anticipated that major construction will be completed by mid-June 2017 and that punch

list items, clean-up, testing and commissioning will occur throughout July 2017. PG&E interconnection and energy will begin to flow into the grid by late August/early September 2017.



Renderings of Solar Farm (Outdated Pictures - New Equipment Will Be Similar)

Appendix

Appendix A: Chevron Refinery Modernization Project Environmental & Community Investment Agreement (Amended December 2015)

Appendix B: FY 2015-16 10-Year Richmond City Council Approved Budget

**CHEVRON REFINERY MODERNIZATION PROJECT ENVIRONMENTAL
AND COMMUNITY INVESTMENT AGREEMENT**

Between

CITY OF RICHMOND, CALIFORNIA

And

**CHEVRON PRODUCTS COMPANY,
A DIVISION OF CHEVRON U.S.A. INC.**

**CHEVRON MODERNIZATION PROJECT
ENVIRONMENTAL AND COMMUNITY INVESTMENT AGREEMENT**

This Chevron Modernization Project Environmental and Community Investment Agreement (the "Community Agreement" or "Agreement") dated _____, 2015 (the "Execution Date") is entered into by and between Chevron Products Company, a division of Chevron U.S.A. Inc., a Pennsylvania Corporation ("Chevron"), and the City of Richmond ("City"), a municipal corporation and charter city, as follows. The foregoing parties are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

A. On May 23, 2011, Chevron submitted an application to the City for a Conditional Use Permit ("CUP") for the Chevron Refinery Modernization Project ("Project" or "Modernization Project"). In February 2014, Chevron submitted an application to the City for a Design Review Permit for the Modernization Project. The terms "Project" and "Modernization Project" shall include either the Project, as proposed by Chevron, or an alternative described in the Final EIR that may be approved by the City Council.

B. The Modernization Project, as proposed by Chevron, consists of the modification, replacement, and installation of various equipment and structures at the Chevron Richmond Refinery ("Refinery"), including the Hydrogen Plant Replacement, Sulfur Removal Improvements, and emission-reducing Project Design Features ("PDFs"), all as described in Volume 1, Chapter 3 of the March 2014 Draft Environmental Impact Report for the Chevron Refinery Modernization Project ("Draft EIR") as amended by the June 2014 Final Environmental Impact Report (State Clearinghouse No. 2011062042) (together, the "Final EIR"), which is a project EIR pursuant to the California Environmental Quality Act ("CEQA"), specifically Public Resources Code section 21165-21177 and CEQA Guidelines sections 15161.

C. The Modernization Project Final EIR finds that all potential environmental impacts from the Modernization Project are not significant or will be mitigated to a less-than-significant level through the adoption of the mitigation measures identified in the Final EIR.

D. The emission-reducing PDFs included in the Final EIR for greenhouse gas (GHG) and Toxic Air Contaminant (TAC) emissions are necessary to achieve the Modernization Project objective of no net increase. With approval of the Reduced Sulfur Processing/No Physical Increase in Refinery GHG Emissions Alternative ("Alternative 11"), implementation of these emission-reducing PDFs and others would go beyond what CEQA requires. The PDFs, which will be in place prior to the operations of the Modernization Project, include:

- Replacement of three Suezmax vessels from West Coast service with two new Suezmax ships outfitted with low-emission engine technologies to reduce nitrogen oxide and diesel particulate matter emissions;
- Installation of new, cleaner Tier 4 main engines and Tier 3 auxiliary engines on one (1) tugboat that services the Chevron Long Wharf to reduce nitrogen oxide and diesel particulate emissions;

- Installation of three (3) domes on Refinery storage tanks to decrease emissions of volatile organic compounds;
- A commitment to acquire power from Marin Clean Energy for the Refinery's commercial accounts to reduce GHG emissions;
- Installation of new energy-saving LED lights to reduce GHG emissions; and
- An upgrade of the motor in the Fluid Catalytic Cracker ("FCC") cooling water tower to reduce GHG emissions.

E. The Final EIR requires Chevron to implement certain measures designed to protect and enhance public health and safety, and Chevron has committed to the implementation of these measures, including:

- Funding a five (5) year air deposition background study at up to 20 locations throughout Richmond, which may be done in conjunction with local high school science departments;
- Providing further training for the Richmond Fire Department for new equipment and operational practices;
- Working with the City, Contra Costa Sheriff's Department and other agencies to identify any beneficial improvements to the existing Community Warning System (for example, translation services, cell phone integration, notifying public congregation areas), including, as needed, contributing to and helping to identify funding for any such improvements;
- Working with local stakeholders to ensure all local area schools have emergency response procedures and plans that are adequate to minimize the risk to students in the event of a refinery incident, and ensuring that all schools have operational NOAA weather radios, and provide training on how to use them;
- Planning and conducting with appropriate regional agencies emergency response drills, and establish communication networks/protocols extending to neighboring communities and agencies.

F. Chevron anticipates that the cost of the environmental and community investments described in Recitals D and E will be up to \$40 million to directly improve air quality and enhance the public health, safety, and welfare of the residents of Richmond and incorporated and unincorporated areas of North Richmond (collectively, "Richmond").

G. In addition to implementing the mitigation measures required for the Modernization Project in the Final EIR and such additional conditions of approval as may be required, the City desires that Chevron make significant, additional investments in the Richmond community and Chevron desires to make such investments. Chevron desires to work cooperatively with the City to fund additional programs and projects that serve Richmond,

including programs, plans and policies that serve children and youth, help to reduce violence and crime in Richmond, create educational, employment, and training opportunities for Richmond and North Richmond residents, support wellbeing of residents, encourage new and innovative projects or programs that will address climate change and otherwise improve the quality of the environment and assist Richmond residents in having a safe and healthy place to live and raise families.

H. On May 28, 2014, the City convened a public community workshop to receive recommendations from the public for programs serving Richmond to be funded by Chevron in connection with the proposed Modernization Project.

I. On June 12, 2014, the City convened a second public community workshop to review and receive further public input on a draft set of proposed programs (developed based on the input received at the May 28, 2014 workshop) to be funded by Chevron in connection with the proposed Modernization Project.

J. The priorities identified as a result of the two public workshops and City review process were further evaluated, and identified as creating benefits for the Richmond communities closest to the Chevron Richmond Refinery.

K. On July 9 and 10, 2014, the Planning Commission held a duly noticed public hearing to consider the requested Conditional Use Permit and Design Review Permit for the Project, to consider whether the EIR for the Project was completed in compliance with CEQA, Public Resources Code section 21000 *et seq.*, and the City of Richmond's Guidelines and Procedures for Implementation of CEQA, Resolution No. 125-03 (adopted September 23, 2003), and to consider whether to recommend that the City enter into an agreement between the City and Chevron providing for Chevron funding to the City to support a variety of programs, including those identified during the May 28 and June 12 public workshops.

L. On July 10, 2014, by way of Resolution 14-11, the Commission certified that the EIR was completed in compliance with CEQA, adopted findings pursuant to Public Resources Code section 21081 for the Chevron Refinery Modernization Project ("CEQA Findings"), and adopted the Mitigation Monitoring and Reporting Program for the Chevron Refinery Modernization Project ("MMRP") and the mitigation measures identified therein, and made such mitigation measures conditions of approval. The CEQA Findings selected the Reduced Sulfur Processing/No Increase in Refinery Greenhouse Gas Emissions Alternative ("Alternative 11") as the "environmentally superior" alternative. The certification of the EIR was subsequently appealed to the City Council by Chevron.

M. On July 10, 2014, by way of Resolution 14-12, the Planning Commission approved Conditional Use Permit and Design Review Permit Number PLN11-089 for Alternative 11, subject to the condition that Permit Number PLN11-089 shall not become effective unless and until the City Council first approves and executes, or affirmatively and explicitly does not require, a Chevron Modernization Project Community Health and Wellness Agreement. By way of the same Resolution 14-12, the Planning Commission recommended to the City Council that the City enter into a fully-enforceable Chevron Modernization Project Community Health and Wellness Agreement with Chevron (renamed the Environmental and

Community Investment Agreement), which includes programs to receive direct funding as well as programs to be eligible for grant funding from the City, as further described in Exhibit B to Resolution 14-12. The approval of the Conditional Use Permit was subsequently appealed to the City Council by Chevron.

N. On July 29, by way of Resolution 67-14, the City Council has or will have taken action on Conditional Use Permit and Design Review Permit Number PLN11-089, subject to the condition that the City enter into this Agreement prior to commencing construction of the Project.

O. In negotiating and entering into this Agreement, the City Council has taken into consideration the priorities identified in the two public workshops as well as the recommendations of the Planning Commission, and has identified programs consistent with the categories of programs and initiatives identified in Exhibit B to Resolution 14-12. This Agreement is a voluntary investment by Chevron to assist the Richmond community, and is not a mitigation measure which is required to reduce any environmental impact nor is it a condition of approval for the conditional use permit or Project.

P. This Agreement supersedes the prior July 31, 2014 Chevron Refinery Modernization Project Environmental and Community Investment Agreement between City and Chevron.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth in this Agreement, the Parties agree as follows:

1. EFFECTIVE DATE

This Agreement shall become effective upon City Council approval of Conditional Use Permit and Design Review Permit Number PLN11-089] (the "Effective Date"). This Agreement shall remain in effect until the later of (i) ten years after commencement of operations of the Replacement Hydrogen Plant, or (ii) transfer of ten annual payments of \$3 million to the City as described in Paragraph 2(A) below and transfer of ten annual payments of \$3 million to the City as described in Paragraph 2(B).

2. CHEVRON FUNDING AMOUNTS AND TIMING

In accordance with the terms of this Agreement, City shall use funding from Chevron totaling \$80,000,000 and support provided by Chevron to provide benefits, including associated City administrative costs, in the categories set forth in Section 3. The amount and timing of Chevron's funding obligation shall be divided into two payment types.

A. Guaranteed Payments

Following approval of the Project and execution of this Agreement, Chevron shall pay to the City \$5,000,000 over five years as follows:

Year	Amount
2014	\$1,000,000
2015	\$1,000,000
2016	\$1,000,000
2017	\$1,000,000
2018	\$1,000,000

The first Guaranteed Payment shall be made no later than ninety (90) days following approval of the Project and execution of this Agreement, and annually thereafter on the anniversary of the first payment, or another mutually agreed upon date. The Guaranteed Payments shall be used to help fund the development, implementation, and monitoring of the Climate Action Plan as described in Section 3.G.2, the Roof-top Solar, Energy Retrofit, City of Richmond Zoning Ordinance Update, and Additional Programs as described in Section 3.G.5, and/or the Electric City and Easy Go program described in Section 3.G.1, and shall be credited to the funding obligation for Community-Based Greenhouse Gas Reduction Programs, as described in Section 2.B.

B. Contingent Payments

Chevron shall pay to the City the remaining \$75,000,000 over ten years commencing on the "Obligation Date," which shall be the earlier of: (i) sixty (60) days after issuance of the first building permit for the Replacement Hydrogen Plant in the event there is no litigation pending against the Project EIR or against City or Bay Area Air Quality Management District Project permits or approvals ("Litigation Challenge"); (ii) prior to commencement of operation of the Replacement Hydrogen Plant even if Litigation Challenges remain pending; or (iii) sixty (60) days following final judicial resolution of all Litigation Challenge(s). Annual payments thereafter shall be due on or before the anniversary of the first payment, or another mutually agreed upon date.

Chevron's annual payment to the City for the term of the agreement ("Annual Funding Amount") shall be:

Year	Amount
Year 1	\$11,000,000 (\$8,000,000 of this Annual Funding Amount shall be used to fund the scholarship program described in Section 3.A.1)
Year 2	\$8,000,000
Year 3	\$8,000,000
Year 4	\$8,000,000
Year 5	\$8,000,000
Year 6	\$8,000,000
Year 7	\$7,000,000
Year 8	\$7,000,000

Year 9	\$6,000,000
Year 10	\$4,000,000

As provided in Section 2.B, no less than \$3,000,000 per year for ten (10) years shall be allocated from the Annual Funding Amount to the Community-Based Greenhouse Gas Reduction Programs, except that the Guaranteed Payments shall amortize over the ten year period and \$500,000 per year shall be applied to the funding commitment for the Community-Based Greenhouse Gas Reduction Programs.

3. CHEVRON FUNDING CATEGORIES

The City shall use the Annual Funding Amount to fund projects and programs in the following general categories.

A. Community Programs

The Annual Funding Amount not designated for the Community-Based Greenhouse Gas Reduction Programs shall be used to fund the following Community Programs. The total expenditures identified below represent the projected total expenditure available under this Agreement for those individual Community Programs. The disbursement of the Annual Funding Amount to the individual Community Programs shall be allocated as set forth below over the ten (10) year funding period by the City in the City's sole discretion with advice from Richmond residents and stakeholders, including Chevron; provided the allocation of funds among funding Community Program categories over the ten (10) year funding period may be modified upon a two-thirds (2/3) majority vote of the City Council, which vote may be held not more than once within each calendar year during which the funding obligations of the Agreement remains in effect.

The City on an annual basis shall track the progress of and issue a report describing the Community Programs funded under this paragraph, their outcomes and contributions to the City for each year in which funds under this Agreement are expended. This tracking and reporting obligation of the City shall be for the benefit of Chevron, as well as the City, both of which are desirous of transparency and reporting on the progress of the goals identified in Recital D.

The Community Programs and the allocation of funding for those Community Programs identified in this Agreement shall be subject to annual review by the City Council, and may be adjusted and modified depending upon impact, community need, and the development of new technology.

B. Scholarship Program

Total Expenditure: \$35,000,000.

This program will provide scholarship money for any Richmond resident when they graduate high school to continue their education. This program will be modeled on the Kalamazoo or the El Dorado Promise which provide a similar service to young people in those communities. The Richmond Promise will guarantee the ability of Richmond residents to pursue

higher education and secure meaningful employment, including pursuing careers in research and development, engineering, and renewable energy fields. This program will be limited to students who live in Richmond and graduate from a public high school (which includes charter schools in existence during the 2015-2016 academic year), or private school within the West Contra Costa Unified School District boundaries. This program will be limited to students who live in Richmond and graduate from a public high school in the West Contra Costa Unified School District. The program will be administered through a private 501(c)(3) non-profit or foundation formed or selected by the City and Chevron. Chevron shall work with the City and use its best efforts to raise additional funds to benefit this program.

C. Programs relating to Skills, Job Training and Readiness, and Job Transition Training

Total expenditure: \$6,000,000.

City to fund programs relating to skills, job training and readiness, and job transition training, so that Richmond residents, including youth, will be better able to secure employment and make meaningful professional contributions in the trades related to Project construction or operations, in technical and service fields that support the Refinery, and in the emerging field of renewable energy, as well as to promote local hiring. These funds shall be allocated, in amounts to be determined by the City, to:

- (a) Fund pre-apprenticeship construction skills training with direct entry agreements with the Carpenters Union, Joint Apprenticeship & Training Committee (JATC), and Laborers Training & Retraining Trust Fund for Northern California, and for any expansion of the program to include skills training in the plumbing, piping, and electrical trades. Training includes, but is not limited to, Carpentry, Forms & Concrete, Hazardous Materials, Lead, Asbestos, Energy Efficiency, & Solar Installation.
- (b) Establish and fund a Business Assistance and Capacity Building Program, or to support existing business assistance and capacity building programs administered by other organizations.
- (c) Augment funding of On The Job Training (OTJT) program(s), which provides wage subsidies for businesses that hire Richmond residents and to improve the skills and job-readiness of Richmond residents.
- (d) Fund Adult Education and Skill Building Program(s) including RichmondWORKS and Literacy for Every Adult Program (LEAP), to prepare Richmond residents to be part of the local labor force with the goal of achieving full and meaningful employment. The program(s) would focus on skills that will enhance local workers competitiveness in local job markets. The program(s) may include education and skills such as administrative support services,

General Educational Diploma (GED) preparation, English as a second language (ESL), vocational classes, mathematics skills, financial coaching, and mental health and wellbeing.

- (e) Fund expansion of Youth Employment and Skill Building programs designed to enhance the readiness of Richmond youth for employment, including in petro-chemical or renewable energy related sectors, including emergency preparedness and response. The programs may include YouthWORKS, internships, work experience and service learning, career services (e.g., connecting students with jobs, grants, and scholarships), high school shadow program for internships, college internships, and summer programs.
- (f) Fund job transition training, targeting the re-entry population for employment. The job transition training may include, but not be limited to, teaching technical and soft skills such as safety training, mentoring, life skills, business and project management skills, and educational assessment.
- (g) To fund programs that support entrepreneurship, particularly for youth, women, and disadvantaged groups, to increase the pool of Richmond businesses using programs that provide entrepreneurship skills and opportunities and potentially providing services to local industries, including refinery and related industries, and the renewable energy industry.

D. Public Safety Programs

Total expenditure: \$2,000,000.

Sustain critical programs in the City of Richmond's public safety departments, including but not limited to the Youth Academy, Explorers, and the Richmond Police Department CCTV Program cameras (including equipment acquisition and maintenance, and officer review of camera footage), during construction of the Project in order to prepare for and assist in responding to incidents that may be associated with the number of Project construction workers and subcontractors, and high volumes of truck and equipment traffic on local roadways due to Project construction; provide capital funding for the Family Justice Center. No component requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed.

E. Free Internet Access

Total Expenditure: \$1,000,000.

Free internet access, including the provision of internet and fiber optic infrastructure, in Facility fenceline communities to ensure that fenceline community residents have access to

online Community Warning System (CWS) resources and information, and enhance CWS operation in fence-line communities in the event of Facility incidents and emergencies.

F. Competitive Grant Program

Total expenditure: \$6,000,000.

Chevron shall provide to the City \$6,000,000 over the first seven years of annual payments to fund community programs and non-profits focused on communities, youth and youth sports programs, which may include but are not limited to:

- (a) Summer camp programs, including programs developed collaboratively with the West Contra Costa Unified School District and the Education Fund, to make structured, academically-focused, out-of-school-time programs available so that Richmond youth might be better prepared to eventually secure meaningful employment.
- (b) Implementation of the City of Richmond's Health in All Policies Strategy and Ordinance, which aims to eliminate health disparities and work towards health equity through a collaborative approach by addressing the social determinants of health and integrating health into the decision making process across all departments of the City.
- (c) Implementation of Full Service Community Schools in the Richmond and Kennedy High School family of schools, particularly those elementary schools nearest to the Facility, to support:
 - (i) Coordination and delivery of support services for school sites;
 - (ii) Career academies;
 - (iii) Implementation of Restorative Justice practices and programs;
 - (iv) Health and wellness education;
 - (v) Science, technology, arts, engineering and mathematics and applied learning partnerships;
 - (vi) Student and parent engagement and education in academic and career pathways (culturally relevant and linguistically appropriate);

- (vii) Environmental and health applied learning partnerships; and
- (viii) Coordination of the above listed services with local businesses and organizations, universities, service providers, public agencies, and other organizations with expertise in the topical service subjects.

The supporting programs and activities will complement the implementation of the Cities Education and Human Services Element, West Contra Costa County Unified School District (WCCUSD) Local Control Accountability Plan, and WCCUSD Strategic Plan.

- (d) The expansion of existing, and/or the implementation of new service learning programs and activities designed to build a range of skills for infants, children, and youth, including:
 - (i) Personal (e.g., physical, social/emotional, life/career-planning, literacy and readiness)
 - (ii) Academic (e.g., literacy, mathematics, environmental science, public health, performing arts)
 - (iii) Technical: (e.g., engineering, technology)

The objective shall be to contribute to the education, skills, and training of future generations of Richmond residents to better enable them to secure meaningful employment, including in Project construction or operations, with Facility-related supply and service vendors, or in renewable energy jobs.

- (e) Design and construction of new segment(s) of the Bay Trail to close gaps along the trail to improve the feasibility of travel by other modes other than automobiles for local residents and thereby improve the wellness of local residents and reduce greenhouse gas emissions; provided, however, that no component requiring additional review and discretionary approval under the CEQA may proceed until such time as such subsequent required CEQA process has been completed.
- (f) Establishment (including planning and building) of and ongoing delivery of health care services by Community Health Centers, that focus on providing direct primary health care services to the residually uninsured populations in Richmond, and to support the wellness of Richmond residents whose health may be affected by local environmental conditions, including air quality from local industrial emissions; provided, however, that no component

requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed.

- (g) In-home, community-based asthma prevention program(s), in light of local air quality and to improve public health and safety, which may include partnerships with UC San Francisco and other medical providers.

G. Community-Based Greenhouse Gas Reduction Programs

Consistent with the commitment and mandated mitigation measure in the environmental impact report (EIR) prepared for the Richmond Refinery Modernization Project, funding for the Community-Based Greenhouse Gas Reduction Programs (GHG Program) shall be \$3,000,000 per year for ten (10) years, with total funding not to exceed \$30,000,000, to support the types of GHG Programs identified in Chapter 4.8 – Greenhouse Gases of the EIR, and to be selected and implemented in the manner provided in that chapter, including but not limited to the following:

(1) Electric City and Easy Go

Total expenditure: \$18,000,000.

This transportation program may include a City bike-share program, charging stations, vehicle purchase for the City, electricity costs for the City's vehicle fleet for ten years, to offset City costs of conversion to zero emission vehicles; to improve mobility for Richmond residents, including but not limited to, improvements in walkability, BART alternatives, public transit connections, reduced price transit passes, bike paths, bike share and shuttle services; and financial incentives to encourage acquisition, lease, rental, sharing and use of electric vehicles; incentives to promote electric vehicle programs in future projects; and educational outreach to promote these transportation measures, promote trip-sharing, promote shared use of specialty vacation vehicles such as Sports Utility Vehicles (SUVs); and continue to subsidize the existing Easy Go programs provided, however, that no more than 20% of available funding can be spent to support the existing Easy Go fleet and program, and future Easy Go fleet acquisitions are limited to electric vehicles where feasible (e.g., electric vans are not yet feasible), all for the purpose of reducing greenhouse gas emissions; provided, however, that no component requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed.

a) Electric City

For information purposes, Electric City is a cutting edge comprehensive plan to increase Electric Vehicle usage, to reduce transportation caused GHG emissions, which are the Bay Area's main contributor to Global Warming. The Electric City 8 Step Pilot Project will show policy makers (nationally and internationally) how to increase usage of Electric Vehicle. Examples of such measures could include the following: (1) more charging stations; (2) make EVs more affordable by providing rental income for unused EVs; (3) bring EV car rental to Richmond; (4) reduce range anxiety by providing a convenient and economical longer range vehicle when

occasionally needed; (5) share the City's unused EVs with residents on weekends; (6) provide subsidies to encourage residential developers to provide onsite EV carshare; (7) subsidies for EV sales/leases; and (8) robust educational campaign.

b) Easy Go

For information purposes, Phase 1 of Richmond's award-winning Easy Go Green Transportation is an award-winning program that created a localized green carsharing service, provided local green jobs, and increased mobility for Richmond residents while decreasing transportation caused carbon emissions, which are the Bay Area's leading contributor to Global Warming.

Phase 2 would take Easy Go to the next level by implementing cutting edge Green Transportation programs throughout Richmond, with outreach to increase usage, including: (1) outreach by transportation coordinators to plan specific trips; (2) private car-sharing using greener vehicles; (3) provide low-cost, convenient occasional SUV rentals to encourage SUV owners to switch to greener vehicles; (4) provide subsidies to encourage developers to build Easy Go into new residential developments; (5) continue to subsidize existing economically marginal Easy Go programs (neighborhood electric vehicles, vans) to provide time for self-sufficiency and to switch to electric vehicles whenever feasible);

(2) Climate Action Plan

Total expenditure: \$1,000,000.

City to further develop its Climate Action Plan integrating co-health benefits and greenhouse gas reduction targets for the City. Funds may also be used for implementation and monitoring; provided, however, that no component requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed. The Climate Action Plan is the policy vehicle through which the City addresses reduction of greenhouse gases, improvement of air quality, and protection of health, all of which are in furtherance of the mitigation measures adopted for the Project.

(3) Urban Forestry

Total expenditure: \$2,000,000.

Urban greening, regional trail, and park improvement program(s) (e.g., tree planting, urban agriculture, park access) designed to reduce greenhouse gas emissions and achieve co-benefits, including, improved air quality, stormwater quality and noise levels, reduced crime, improved health, and/or to restoration of biological resources. These programs may include, but are not limited to, outdoor education, job training, youth involvement, and resource maintenance, including funding for City staff (e.g., gardener, arborist) to coordinate, implement and/or oversee these programs, and other activities related to resource management at Point Molate; provided, however, that no component requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed.

(4) Transportation and Transit Programs.

Total Expenditure: \$2,750,000.

Funding for programs that directly or indirectly encourage alternative transportation and access to public transportation, including but not limited to alternative fuel sources, and which contribute to community fiscal health by reducing spending on vehicle fuel.

(5) Roof-top Solar, Energy Retrofit, City of Richmond Zoning Ordinance Update and Additional Programs

Total Expenditure: \$6,250,000.

Funding for roof-top solar systems, energy efficiency, City of Richmond Zoning Ordinance Update to align the City's development regulations with General Plan 2030 for the purposes of reducing greenhouse gas emission, and other programs identified in Chapter 4.8 of the EIR; provided, however, that no component requiring additional review and discretionary approval under CEQA may proceed until such time as such subsequent required CEQA process has been completed.

For funding allocations for roof-top solar systems and energy efficiency, energy efficiency and solar rebates shall be modeled after the City's R3 program (Richmond Recovery Rebates). The R3 Program is a residential energy rebate program implemented by the City of Richmond Environmental Initiatives. The program was funded by the Energy Efficiency and Conservation Block Grant to create new jobs, spur economic activity and invest in long-term growth. The program made rebates available to Richmond homeowners for home assessments, energy efficiency upgrades, and solar panel installations. The program maximized benefits and social returns for the community by leveraging all available State and Regional rebates in the program design. The City Manager shall issue any regulations necessary to implement this program, which may also include new strategies for programs for multifamily homes.

4. **OTHER COMMITMENTS**

The following commitments shall become binding on the parties on the Obligation Date:

A. Modernization Project Local Content Agreement

For construction employment related to the Modernization Project, on a quarterly basis, Chevron shall ensure that all construction contractors have demonstrated good faith efforts by following the hiring processes specified below in an attempt to employ Richmond residents. For non-construction employment related to the Modernization Project, on a quarterly basis Chevron shall ensure that it has demonstrated good faith efforts by following the hiring processes specified below in an attempt to employ an individual having his or her permanent residence in one of the seven (7) zip code areas covering Richmond, unincorporated North Richmond, or environs (Richmond Domiciled Residents).

- (1) Construction Employment. Chevron shall ensure compliance with provisions of this subsection (a) by all construction contractors of any tier, performing work on the Modernization Project.
 - (a) Long-Range Planning. Prior to hiring for construction employment the Modernization Project, each contractor shall provide to the designated City staff the approximate number and type of hires that it will make for employment, and the basic qualifications necessary for each projected hire.
 - (b) Hiring Process. Contractors shall take the following steps to employ Richmond Domiciled Residents:
 - (i) Step One - Assignment of Current Workers: Contractors shall assign to perform project work any current employees who are Richmond Domiciled Residents.
 - (ii) Step Two – Dual Notification: Contractors signatory to a collective bargaining agreement shall both (A) request that the hiring hall refer Richmond Domiciled Residents, and utilize name call, apprenticeship sponsor, rehire, or similar procedures in the collective bargaining agreement to request particular individuals who have been identified as Richmond Domiciled Residents; and (B) notify the City's Employment and Training Department (ETD) of workers needed and relevant qualifications. Contractors that are not signatory to a collective bargaining agreements shall notify the City's Employment and Training Department (ETD) of workers needed and relevant qualifications.
 - (iii) Step Three – Consideration of Richmond Domiciled Residents: If the contractor is not signatory to a collective bargaining agreement, or if the hiring hall has not promptly referred Richmond Domiciled Residents, the contractor shall fairly consider Richmond Domiciled Residents that have been referred by the ETD within 2 business days of request therefor.
 - (c) Compliance. Chevron is in compliance with this section (a) for a quarter if all contractors performing work in that quarter have demonstrated good faith efforts by complying with the hiring process requirements set forth above.
 - (d) Apprentice Utilization. Each project contractor shall employ in its regular workforce Richmond Domiciled Residents who are enrolled and participating in an apprenticeship program. Such an apprenticeship program must have been approved by the State

Department of Industrial Standards. The expected number of apprentices will vary based upon the availability of Richmond Domiciled Residents indentured in the various apprenticeship programs, and shall be specified by the City for each trade, prior to commencement of project construction.

(2) Non-Construction Employment.

- (a) Hiring Process. For non-construction jobs related to the Modernization Project, prior to hiring a non-Richmond Domiciled Resident or recruiting from the general public, Chevron will notify the ETD with regard to available positions, with a description of qualifications, and fairly consider (including by interview) qualified workers referred by the ETD within five days of request. Job qualifications shall be only those directly related to performance of job duties. Chevron is in compliance with this section (b) for a quarter if it has complied with the hiring process described in this section for all Modernization Project hires made during that quarter.
- (b) Award of Service Contracts and Supply Contracts. When Chevron awards a contract for non-construction services to be performed related to the Modernization Project, or for purchase of supplies related to the Modernization Project, Chevron shall make good faith efforts to award the contract to a "Richmond business," as defined in the Richmond Business Opportunity Ordinance. For purposes of this section (c), good faith efforts include:
 - (i) at least four weeks before award of the contract in question, providing notification of the contracting opportunity, and the procedure for bidding on the contract, to City's designated business liaison, or other outreach resource as directed by the City;
 - (ii) at least four weeks before award of the contract in question, advertising the opportunity to bid in a local publication designated by the City; and
 - (iii) promptly providing Richmond businesses with complete information about the prospective contract and bidding procedures.

Within five days after the award of any contract covered by this section, Chevron shall provide to the City the following information: the name, address, and telephone number of the business to whom the contract was awarded, whether that business is a certified local business, and the projected dollar amount of the contract.

(3) Miscellaneous.

- (a) Local Hire Coordinator. Chevron shall provide a local-hire coordinator to help implement this Paragraph 3.A.
- (b) Reporting. For both construction and non-construction jobs, Chevron shall prepare monthly reports detailing: the number of hires for employment relating to the Modernization Project during the month (Modernization Hires); what percentage of Modernization Hires were Richmond Domiciled Residents; a description of Modernization Project jobs filled by Richmond Domiciled Residents and others; the amount of total monthly wages (Wage Bill) for both Modernization Hires and Richmond Domiciled Resident Modernization Hires; and compliance with the provisions in this Paragraph 3.A. Reports shall be filed with the ETD within thirty days after completion of each month. Chevron shall also describe the measures taken to implement this Paragraph 3.A at such level of detail such that compliance can be ascertained and assured. Reports shall commence once construction begins. City staff will assist Chevron by preparing forms to be completed for this purpose.
- (c) Out-of-State Workers. The requirements of sections (a) and (b) shall not apply to hours of work performed by residents of states other than the State of California, and such hours shall not be considered determining satisfaction of percentage requirements described herein.

B. Utility-Scale Photovoltaic Solar Farm

Following approval of the Project, Chevron shall enter into a lease with Marin Clean Energy ("MCE") that is substantially similar to the near-execution form lease agreement that has been negotiated by Chevron and MCE and which has been reviewed by the MCE Board of Directors ("the MCE Lease"). Pursuant to the MCE Lease:

- (a) Chevron shall provide MCE sixty (60) acres of Chevron-owned land adjacent to the Richmond Parkway for the development of a utility-scale photovoltaic solar farm (the "MCE PV Project");
- (b) The initial term shall be twenty-five (25) years, with one (1) five (5) year extension;
- (c) Chevron shall provide the land, which Chevron values at approximately \$10,000,000 for the life of the lease, at a nominal rate of \$1.00 per year;
- (d) MCE shall use its best efforts to use a minimum of 50% Richmond-resident labor force;

- (e) A viewing platform and kiosk is planned at the MCE PV Project site, promoting public education about the role of solar energy in their community.

Pursuant to the MCE Lease, the initial phase of the MCE PV Project would be for development of a two (2) megawatt (MW) facility, with later phases potentially resulting in up to a twelve (12) MW facility providing a source of local renewable energy. For informational purposes only, and not as a term of this Agreement or the MCE Lease, Chevron and the City understand that the initial 2 MW facility MCE PV Project would be the largest facility of its kind in Richmond and Contra Costa County, and any later-development to increase the MCE PV Project up to 12 MW facility would be the largest of its kind in the greater San Francisco Bay Area.

The terms of the MCE Lease may be amended upon mutual agreement of Chevron and MCE, and any such amendment of the MCE Lease, including an amendment that effects any of the above-specified terms, shall not considered a breach of this Agreement. Chevron shall work with MCE and the City as necessary to coordinate and maximize the community benefits of the MCE PV Project. In the event of any amendment to the MCE Lease, Chevron shall use its best efforts to ensure that the local labor requirement and public education provisions remain a substantive commitment of the MCE Lease.

5. GOVERNANCE

Funds made available pursuant to Section 2 of this Agreement shall be administered solely by the City of Richmond in its sole discretion. The City will solicit input from community stakeholders, including Chevron, and Richmond residents.

6. MISCELLANEOUS

A. No Third Party Beneficiaries.

There are no intended third party beneficiaries to this Agreement. This Agreement is intended to benefit only the Parties and no other person or entity has or shall acquire any rights hereunder.

B. Public Benefit Only.

Nothing in this Agreement is intended to personally benefit, or improperly influence, any government official.

C. Grants Benefitting Specific Persons.

There is no intention by either party to earmark any payment or grant to, or for the benefit of, any specific individual or entity, unless specifically provided for in this Agreement.

D. Grants to Public Agencies.

Any grants or payments made pursuant to this Agreement to public agencies shall be conditioned on that agency's agreement to disclose its receipt as required by the California Political Reform Act, as interpreted by the California Fair Political Practices Commission.

E. Police Power.

Nothing herein shall constitute a surrender or abnegation of the City's control over its planning and zoning processes. Nothing in this Agreement shall be construed to abrogate the police powers conferred on the City pursuant to Article XI, Sections 5 and 7 of the California Constitution.

F. Entire Agreement.

This Agreement, inclusive of Exhibit A, constitutes the entire agreement between the parties and it is expressly understood that the Agreement has been freely and voluntarily entered into by the parties with the advice of counsel, who have explained the legal effect of this Agreement. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be altered, modified or otherwise changed in any respect except in writing, duly executed by the Parties or their authorized representatives. This Agreement is fully integrated.

G. Successors in Interest.

The rights and obligations of the Agreement shall be binding on all successive owners, heirs, and assigns of the parties hereto.

H. Amendments.

This Agreement may be modified, supplemented, or amended in writing by the Parties. Any modification, supplementation, amendment, or waiver that would materially affect the rights of both Parties must be signed by both Parties.

I. Warranty of Authority.

By executing this Agreement, each of the undersigned Parties to this Agreement covenants, warrants, and represents that he, she or it is fully authorized to enter into this Agreement and carry out the obligations on behalf of the person or entity for whom he or she is signing.

J. Understanding of Terms.

This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of, any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on independent advice and representation of legal counsel in entering into this Agreement.

K. Severability.

In the event any of the terms, conditions, or covenants contained in this Agreement is held to be invalid, any such invalidity shall not affect any other terms, conditions or covenants contained herein which shall remain in full force and effect.

L. Construction.

This Agreement and each of the provisions hereof, is the product of negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular party hereto. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

M. Governing Law.

This Agreement shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules.

N. Venue.

The Parties irrevocably agree to the jurisdiction of, and any action to enforce or interpret this Agreement shall be filed in, the Superior Court of the County of Contra Costa.

O. Headings and Captions.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

P. Notices.

Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Federal Express), or by tele-facsimile with confirmation by overnight courier or U.S. Postal Service the following day, to the following:

For CITY OF RICHMOND:

Attention: City Manager P.O. Box 4046
Richmond, CA 94804
FAX: (510) 620-6542

Copy to:

Attention: City Attorney City of Richmond
P.O. Box 4046
Richmond, CA 94804
FAX: (510) 620-6716

For CHEVRON PRODUCTS COMPANY

Attention: Refinery Manager Richmond Refinery
Chevron Products Company 841 Chevron Way
Richmond, CA 94801

A notice shall be effective on the date of personal delivery or tele-facsimile transmission, if personally delivered or transmitted before 5:00 p.m., otherwise on the day following personal delivery or telecopy transmission, or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the overnight courier, if sent by overnight courier. Any Party to the Agreement may change the person, address, or tele-facsimile number to which notices are to be given to it by giving notice of such change in the manner set forth above for giving notice.

Q. Agreement Lawful and Enforceable.

All Parties agree that this Agreement is lawful, enforceable, and binding on all Parties; agree to waive any challenges to the enforceability of this Agreement; and agree not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action or proceeding.

R. Events of Default.

A Party will be deemed to be in default under this Agreement ("Defaulting Party") upon the occurrence and continuance beyond all applicable cure period of any of the following (each shall be an "Event of Default"): (a) the Defaulting Party fails to pay an amount due under this Agreement to the other Party (the "Non-Defaulting Party") and such failure continues for more than thirty (30) days after the date of written notice from the Non-Defaulting Party specifying the amount that is owing and past due in reasonable detail; (b) the Defaulting Party fails to perform any other material obligation under this Agreement and such failure continues for more than thirty (30) days after the date of written notice from the Non-Defaulting Party specifying such failure to perform in reasonable detail; or (c) failure of a representation or warranty set forth in this Agreement to be true in any material respect as of the date when made or required to be made under this Agreement.

S. Dispute Resolution.

If a legal dispute arises related to the interpretation or enforcement of or the status of compliance with the terms and conditions of this Agreement, including the rights and obligations of the Parties hereunder (the "Dispute"), City and Chevron shall first attempt to resolve it through informal discussions. In the event a Dispute cannot be resolved in this manner within twenty-one (21) days, City and Chevron shall endeavor to settle the Dispute by mediation which, except as otherwise mutually agreed upon by the Parties, shall be conducted under the then

current JAMS rules and procedures for mediating business disputes by a neutral third party selected from the JAMS panel of neutrals. This dispute resolution process shall be undertaken in good faith and exhausted prior to the institution of legal proceedings by either Party.

T. Remedies.

If an Event of Default occurs and continues under this Agreement, the remedies of the Non-Defaulting Party will be to terminate this Agreement or to seek specific performance of this Agreement. Neither City nor Chevron shall have any liability or obligation to pay damages to one another or to any other person or entity as a result of or attributable to any Event of Default or other breach or violation of this Agreement.

U. Costs of Enforcement.

If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorney's fees and costs.

V. Waiver.

The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a default, shall not be deemed a waiver of any provision or term of this Agreement. The waiver by City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to Chevron's performance, or payments therefore, or any combination of these acts, shall not relieve Chevron's obligation to fulfill this Agreement as prescribed; nor shall the City be thereby stopped from bringing any action for enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.

W. Incorporation of Recitals and Introductory Paragraph.

The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

X. Further Acts.

Each Party hereby agrees that it shall, upon request of any other Party, execute and deliver such further documents and do such other acts and things that are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

Y. Indemnification.

- (1) Chevron shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, suits, or actions of every kind and description, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of Chevron,

its officers, agents, and employees, or brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Chevron in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

- (2) It is understood that the duty of Chevron to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Chevron shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, the City and its officers, agents, employees or volunteers, immediately upon tender to Chevron of the claim in any form or at any state of an action or proceedings, whether or not liability is established. An allegation or determination that persons other than Chevron are responsible for the claim does not relieve Chevron from its separate and distinct obligation to defend under this Section 5(v). The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes and obligation to provide independent counsel if Chevron asserts that liability is caused in whole, or in part, by the negligence or will misconduct of an indemnified Party. This Section 5(v) survives performance of Chevron's duties set forth herein and termination of this Agreement.

Z. Force Majeure.

Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, terrorism and/or any other cause beyond the reasonable control of the Party whose performance is affected. Notwithstanding the preceding sentence, it shall be the duty of any Party invoking *force majeure* to give prompt written notice of the *force majeure* event to the other Party and to promptly take reasonable steps in good faith to minimize the delay or damages resulting from a default in performance and to perform all non-excused obligations of such Party under this Agreement.

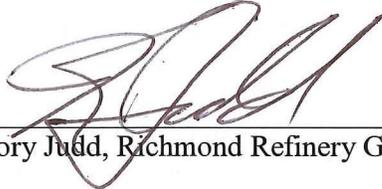
AA. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall be constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Execution Date.

Agreed and Accepted

Chevron Products Company,
a division of Chevron U.S.A. Inc.



Kory Judd, Richmond Refinery General Manager

18 Feb. 2016

Date

City of Richmond, a municipal corporation and charter city

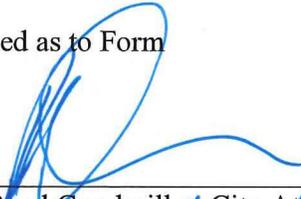


Bill Lindsay, City Manager

2/18/16

Date

Approved as to Form



Bruce Reed Goodmiller, City Attorney

2/18/16

Date



**Scholarship America Response to City of Richmond
Richmond Promise Request for Information
September 2015**



Cheryl Amundson
Director
Scholarship America
camundson@scholarshipamerica.org
507-931-8338

9/3/2015

The Richmond Promise & Scholarship America: *Partnering for Student Success*

Scholarship America enthusiastically welcomes the opportunity to support the goals of the Richmond Promise which is fully aligned with our own mission to mobilize America to make post-secondary success possible for all students. Since 1958, Scholarship America has worked directly with students, businesses, communities, colleges, foundations and student support organizations and volunteers to empower people to fulfill their college dreams. As the nation's largest manager of private scholarships, having distributed over \$3.2 billion to more than 2 million students, Scholarship America is now working to further engage the private sector, locally and nationally, to support programs and policies that advance equity in post-secondary education.

The Richmond Promise mission, "to promote academic success that leads to viable lifelong learning and career opportunities for local students", commitment to ensuring equity in education and focus on building a qualified future workforce are completely aligned with Scholarship America's social impact goals and policy work. Along with our 50 years of expertise in designing and managing high impact scholarship programs, Scholarship America is focused on helping communities build philanthropic support programs to help local students pursue their college dreams. Scholarship America would be proud to partner with the City of Richmond, Chevron and the "Richmond Promise Champions" to create and deliver the highest quality scholarship program to the students and families of Richmond.

As the "go-to" organization for scholarships, with a deep understanding of the post-secondary space, a physical presence in Washington D.C. and a broad digital audience to target and amplify awareness, our experience includes the PG&E Bright Minds Scholarship Program, the Edison Scholars Program, the Buick Achievers Scholarship Program and the San Antonio Area Foundation Scholarship Program.

A partnership between the Richmond Promise and Scholarship America will assist in meeting the following scholarship administration goals:

- ✓ Advance educational outcomes for Richmond residents.
- ✓ Promote economic growth.
- ✓ Nurture a culture of lifelong learning.
- ✓ Form collaboration between the City of Richmond, the West Contra Costa Unified School District, Community Partners, and the Richmond community.

Following is an overview of the program structure, opportunities to maximize educational support and community involvement, as well as the marketing and promotional opportunities per your request. Scholarship America takes pride in our ability to partner with organizations to bring our expertise in creating customized solutions and innovative models that will best serve your students and achieve your desired outcomes. We look forward to further discussing this opportunity at your convenience.

PROGRAM STRUCTURE AND MANAGEMENT

Scholarship America will provide end-to-end administration for the Richmond Promise scholarship program that includes:

- design and set up of the application process,
- managing the competitive scholarship process,
- selecting recipients for awards,
- notification to all applicants,
- payment of awards, and
- customer service to students, school officials, and other stakeholders.

Service will be delivered through a customized, branded e-application for each component supported by email and phone communications with a dedicated Program Manager. Students will complete an easy application process with upload feature for required documents and a confirmation of application submission. The Program Manager will remind applicants of important key dates and process deadlines.

In addition to the Program Manager, **Despina Costopoulos**, Director of Community Engagement and Partnerships based in Sacramento, is anxious to serve as a Scholarship America champion and resource person for the Richmond Promise. Despina has deep experience in the California post-secondary education space.

For the past twelve years at the California Student Aid Commission, Despina has coordinated and sourced the California Cash for College program, a successful large-scale public-private partnership college financial aid assistance program. Together with an incredible regional and local network of college access programs, financial aid experts, business leaders such as the Los Angeles Area Chamber of Commerce, high schools, campuses, community groups and legislative offices, she has worked to assist low-to-moderate income students and their families in applying for state and federal college financial aid. In 2014 more than 42,000 students attended one of 800 Cash for College workshops across the State of California. And with the help of the California Cash for College program and Despina's work, the participants of these workshops qualified for more than \$180 million in combined state and federal grant aid.

The following Scholarship America programs and initiatives are opportunities for the Richmond Promise to maximize educational support and community involvement.

Scholarship America®

**Dollars for
SCHOLARS®**

At the heart of Scholarship America lies our Dollars for Scholars division—more than 500 locally based, volunteer-driven affiliates serving students in thousands of communities across the country. With a national network of support behind them, Dollars for Scholars affiliates help hometown students achieve their educational goals by raising scholarship funds, establishing endowments, providing assistance with college readiness and the financial aid process, and distributing scholarships each year.

Scholarship America®

**Collegiate
PARTNERS®**

The Collegiate Partners program involves more than 350 colleges, universities and technical schools to help maximize the impact of financial aid from our organization. Many even have matching-fund agreements, and all are committed to helping students get the most out of their scholarships managed by Scholarship America; both Dollars for Scholars and Scholarship Management Services.



Scholarship America Dreamkeepers is designed to help students stay in college when faced with an unforeseen financial emergency. Through Dreamkeepers, students receive both financial assistance to get them through their emergency, as well as access to additional resources and student services-- such as access to a financial literacy resource web portal that was designed to help them build their long-term money management skills. These resources and tools help students reach their educational goals.

As previously discussed with the City of Richmond team, these programs will be customized to meet the needs of the Richmond Promise. The goals will be to build awareness of the importance of postsecondary education, create a college-going culture, instill community ownership of the Richmond Promise initiative and form the infrastructure for the continuation of the Richmond Promise beyond the ten year timeframe.

Scholarship America® Public Policy Agenda

With nearly 60 years of experience in providing and shaping impactful educational supports to students, and as the voice of the private sector in postsecondary education, Scholarship America is now working to further engage the private sector to support programs and policies that advance equity in postsecondary education. This public policy agenda is the culmination of two years of research and dialogue on issues such as financial aid award displacement, college costs, student debt, tax benefits, public-private partnerships, and college access, persistence and completion.

Building on that work, the public policy agenda includes three main priorities:

- Expanding partnerships between the public and private sectors to build capacity and additional supports for students
- Ensuring a robust financial aid system that works for students by maximizing and bolstering federal and state financial aid, with the private sector contributing and leveraging support for students who need it most
- Requiring institutional transparency, minimum standards and outcomes from all postsecondary institutions to ensure that institutions are serving students well and producing outcomes that advance student success

Max Espinoza, Senior Vice President, Education Programs and Policy is responsible for building the organization's advocacy, public policy, and research platforms and providing strategy and operational management of the organization's education programs, including Dollars for Scholars, the Dreamkeepers program, Collegiate Partners and the Dream Award.

Max came to Scholarship America with over 14 years of experience in education policy, program development, implementation and oversight. Max spent more than a decade with the California State Legislature in key leadership roles advising elected officials in the shaping of policy and fiscal priorities; prior to joining Scholarship America, he served as chief advisor on higher education to Assembly Speaker John A. Pérez and members of the Assembly Democratic Caucus. While there, Max advanced equity in postsecondary education access, protected and expanded the state's financial aid programs and shepherded other important policy changes including the enactment of "The Working Families Student Fee Transparency and Accountability Act."

Max previously served as an executive leader at the California Student Aid Commission, serving as the agency's principal spokesperson and liaison to over 400 high schools and colleges, managing over \$1 billion in state and federal financial aid programs and overseeing the delivery of support services to students and schools. From 2004 to 2009, Max served as President of the Chicano Latino Youth Leadership Project (CLYLP), an all-volunteer run, community based nonprofit whose mission is to enhance and build the leadership potential of California's Chicano/Latino youth.

RECOMMENDED KEY DATES AND MILESTONES

A. Scholarship Management

Scholarship America has established best practices based on 50 years of experience with scholarship management. Scholarship America recommends the Richmond Promise use standard application and disbursement procedures to increase efficiencies, to lower administration costs in comparison to last dollar selection methodology and to create a user-friendly experience for applicants and parents and other stakeholders.

Rationale for standard application, selection and disbursement procedures

- Allows adequate time for completion and submission of the Free Application for Federal Student Aid (FAFSA) or the California Dream Act application. Student financial need is determined by the FAFSA Expected Family Contribution and total need.
- Is a one step process with award notification in mid-June. In comparison, last dollar awards are a two-step process. Students are notified they are award recipients in mid-June but award values are not confirmed until school financial award letters are submitted and calculations are made.
- Is less time consuming to administer than last dollar methodology. Therefore, scholarship administrative costs are lower.
- Payments are made on August 1 prior to the start of the fall term. Last dollar calculations are made after financial aid award letters are received and calculations are made. Financial award letters are sent to students generally between mid-June to late August. Disbursement of award letters varies by school. This wide time range makes it difficult to consistently calculate awards prior to the start of fall term. Therefore, scholarship payments may be delayed causing late payments to schools and increasing the risk of dropped classes.
- Awards are consistent and based on school of choice; four-year, two-year or career and technical education (CTE) certification. Students can accurately estimate the scholarship award value given school of choice.
- In general, this standard timeline causes less anxiety for students and parents. Knowing their scholarship award earlier results in greater levels of satisfaction with the program.
- A majority of students will likely demonstrate need and be eligible for full value of awards given the demographics of the West Contra Costa Unified School District. The extra time required to make last dollar calculations may have little effect on the award value based on \$1,000 - \$4,000 awards.

This is a recommended calendar for implementation based on discussions with the City of Richmond and information outlined in the Draft Strategic Action Plan. It is subject to change as the Richmond Promise ("Sponsor") is more clearly defined.

Project Scope

Richmond Promise

Objective: By partnering with Scholarship America, the Richmond Promise will work to advance educational outcomes for Richmond and North Richmond residents and promote economic growth. The Richmond Promise shall encourage collaboration between the City of Richmond (herein also referred to as “Sponsor”), Richmond Promise 501c3, West Contra Costa Unified School District (WCCUSD), eligible schools, community partners, and Richmond and North Richmond residents.

All applicants will need to meet the eligibility requirements that have been established by the City of Richmond to be eligible to apply for the program. Each eligible student will receive an award. The amount of each award will be calculated by Scholarship America using the “Last Dollar” approach, providing any needed funds a student might have after receiving institutional financial aid from the FAFSA or Dream Act application. Students will be eligible to receive between \$500 and \$2,500 each year they are eligible for the program, not to exceed four (4) years. As the nation’s largest manager of private scholarships, having distributed over \$3.2 billion to more than 2 million students, Scholarship America is now working to further engage the private sector, locally and nationally, to support programs and policies that advance equity in post-secondary education. In 2014 Scholarship America implemented over 1,300 education assistance and scholarship programs, received applications from students in over 100 countries, and disbursed over \$193,600,000 to students across the world. Scholarship America will offer customized solutions and a wealth of expertise to the Richmond Promise team to assist in launching the first years of the program.

Scope of Work and Tasks:

Scholarship America will provide the following services:

Task 1.1: Applicant Eligibility: Scholarship America will ensure all applicants meet all of the following criteria:

- Student must have been continuously enrolled in an eligible school and reside in the City of Richmond since at least the 9th grade; the award will reflect the cumulative amount of years a student is both a Richmond resident and attends an eligible school.
- Students must complete and provide verification of a FAFSA or California DREAM application to qualify for the scholarship award.
- Enrollment for each year will only be counted if a student enrolls by the first week of that academic year and remains enrolled through that school year.
- Students have 3 years to complete an associate’s degree or CTE certification or 5 years to complete a bachelor’s degree, and must begin school within one academic year of high school graduation; exemptions will be made for veterans of military service, beginning with the class of 2016.
- Eligible students must have positive attendance at an eligible school defined by missing no more than 10% of the school year, including excused and unexcused absences; exemptions will be made for students who spend extended time in a hospital in the event of a medical emergency.
- Students must participate in at least one extracurricular, volunteer, or work/internship activity outside school and a college preparatory or advising program.
- Students must be in good standing with their colleges or universities, as defined by those institutions, to remain eligible for the next year.

- Students must be attending school full-time
- Students may not use the scholarship for fully online programs or for profit institutions.

Task 1.2: Design and production of e-application materials: Scholarship America will design and develop the web-application materials for the City of Richmond's review and approval. Scholarship America will also manage the full implementation and launch of the web-application and website for students and families. Scholarship for America will partner with the City of Richmond or the Richmond Promise Executive Director to host (1) one to three (3) training sessions with eligible school staff and community based organizations. This will be provided in English and Spanish, and a PDF will be made available in both English and Spanish.

Task 1.3: Customer Service: Scholarship America will intake all applications, provide secure storage of applications and student data, provide customer service activities for students, families, schools, and City of Richmond and Richmond Promise officials including responding to inbound emails and phone calls. See Appendix for Scholarship America data security procedures.

Task 1.4: Process all application materials: Scholarship America will receive and review all scholarship applications ensuring students are eligible to apply for the program prior to receiving an award. Scholarships will be granted using a "Last Dollar" calculation. Each student will provide and upload a financial aid award letter for one institution they have been accepted to and will attend. The financial aid award letter will be used to calculate the scholarship amount for each student's award with a maximum amount of \$1,500.

In addition, with the application each student will provide and upload documentation that will identify the amount of time he/she has attended a qualifying Richmond school. The "residency multiplier" will be applied to the calculation for each student. Awards will in no case exceed the last dollar gap for the student or the maximum in the range for their school type, whichever is less.

Task 1.5: Renewal Processing: On an annual basis, the student will be required to repeat steps outlined in Task 1.4 since the cost of attendance and financial aid awards will change year to year. Scholarship America will proactively notify the student during the annual renewal process and provide students a link to the web application where the required documents will be uploaded. Awards are renewable up to three years or until a certificate or associate's degree is completed or up to 4 years or until a bachelor's degree is earned, which occurs first on the basis of maintaining satisfactory academic performance. Scholarship America will calculate the renewal amounts based on the process outlined in Task 1.4.

Task 1.6: Notification of recipients: Scholarship America will notify recipients when they have been granted an award and will also notify the non-recipients, in English and Spanish. Scholarship America will also notify the City of Richmond and the Richmond Promise Executive Director of all scholarship recipients.

Task 1.7: Distribution of Awards: Scholarship America will process all distributions and ensure recipients and/or their respective institutions have received the appropriate funds. To avoid displacement of awards by higher education institutions, payments will be made in mid-August on behalf of students who have met all requirements. Scholarship America will work with each higher education segment in California to request that Richmond Promise scholarship awards are not displaced and are fully utilized. In addition to mitigating any displacement, Scholarship America will also make higher education institutions aware of the full range of uses of a Richmond Promise scholarship award, which can be applied toward loan, work-study, and tuition and fees.

Task 1.8: Award Funding/Management Fees: The City of Richmond will provide funding for management fees to Scholarship America and will provide Scholarship America with the funds required to process the awards by August 1, 2016. Award distribution will vary from year to year based on eligibility of the applicants, their financial aid packages, and renewal students' financial aid packages. In addition, Scholarship America will partner with the City of Richmond and/or the Richmond Promise Executive Director to host at least one (1) site visit to each of the eligible high schools and two (2) community-wide parent and student workshops to promote the Richmond Promise Scholarship.

Insert staffing/contacts for Scholarship America:

Despina Costopoulos, Director of Community Engagement & Partnerships

Mike Nylund, Vice President, Scholarship Management Services

Not to exceed Budget & Timeframes

Variable costs based on applicant pool:

First 300 recipients (\$150 per recipient)	\$45,000
(Minimum base management fee \$15,000)	
Recipients over 300 (\$100 per recipient)	\$TBD
First 300 annual renewals (\$150 per renewal)	\$TBD
Renewals over 300 (\$100 per renewal)	\$TBD

First year fixed costs:

Web application fee	\$7,500
Base management fee	\$15,000

Project Timeline:

2015

- November 13** Application design and set up begins upon service agreement.
- November 20** Sponsor approves website landing page.
- Scholarship America develops electronic application materials (text and fields) and sends to Sponsor for review.
- December 1** Website landing page goes live with announcement of program and instructions when to return to complete application.
- December 1** Sponsor approves electronic application materials (text and fields).
- December 15** Sponsor approves electronic application site.

2016

- January** Sponsor publicizes the program and informs eligible students of application website.
- January 5** Application materials installed on Scholarship America's website.
- January 5** Application website launched.
- February 1** Scholarship America sends first email reminder to students who have registered but have not submitted their application.
- March 7** Scholarship America sends second email reminder to students who have registered but have not submitted their application.
- March 28** Deadline for submission of application and supporting documents (SAR or proof of CA Dream Act application) and school's financial aid award letter.
- April 18** Scholarship America sends applicant report to Sponsor for residency and percentage of award verification
- April 28** Sponsor returns confirmation of verification report to Scholarship America with eligible recipients and award percentage.
- May 1** Notify recipients they have been awarded the Richmond Promise
- July 10-25** Scholarship America calculates award amounts for verified applicants based on Financial Aid Award Letter and verified percentage.
- August 1** Sponsor forwards check to Scholarship America for amount of scholarship distribution.

August 15 Scholarship America sends congratulatory letters to recipients with scholarship checks enclosed. Checks are made payable to the institution for the benefit of the student.

August 15 Scholarship America sends e-notification to non-recipients.

PROGRAM RESPONSIBILITIES

The parties agree that the City of Richmond may assign this contact to the Richmond Promise once that organization is incorporated and has an Executive Director. Once assigned, the Richmond Promise organization will be responsible for the City responsibilities contained herein.

City of Richmond will assume responsibility for:

1. Specification of the eligibility guidelines for the Richmond Promise Scholarship Program,
2. Approval of application materials,
3. Promotion of the scholarship program among the eligible group,
4. Approval of recipient selection, and
5. Providing the full amount of the scholarship distribution and management fee.

The City of Richmond and/or Richmond Promise Executive Director shall work collaboratively with Scholarship America to implement West Contra Costa Unified School District's offer to lead on data collection and tracking for the Richmond Promise and assume responsibility for:

1. Verification of enrollment of applicants in the school district, and
2. Designation of residency multiplier for each applicant.

Scholarship America will assume responsibility for all other program functions including:

1. Management of the scholarship program according to the conditions outlined in the program description,
2. Design and production of application materials,
3. Receipt, acknowledgment and processing of all application materials,
4. Distribution, receipt and processing of renewal information for previous scholarship recipients,
5. Review of new and renewing students' applications for eligibility,
6. Review of financial aid award letters,
7. Calculation of award amount for each new and renewing student based on school type, financial aid package and the residency multiplier,
8. Notification of recipients and renewal students,
9. Notification of non-recipients,
10. Confirmation of school enrollment,
11. Payment of awards to student recipients and/or their respective institutions on behalf of City of Richmond and only to the extent that City of Richmond has advanced the money to Scholarship America,
12. Richmond Promise community outreach activities to parents and students,
13. Providing monthly management reports with invoices to summarize program activity and results, and

14. All communication necessary for the smooth management of the scholarship program.

Payment Provisions:

Scholarship America will be compensated on a monthly basis, based on a percentage work completed as described in Tasks 1.0-1.8. Scholarship America shall be responsible for providing monthly management reports with invoices to summarize program activity and results with all monthly invoices.

ENVIRONMENTAL & COMMUNITY INVESTMENT AGREEMENT 10-YEAR PROPOSED BUDGET

	Year 1 2014-15	Year 2 2015-16	Year 3 2016-17	Year 4 2017-18	Year 5 2018-19	Year 6 2019-20	Year 7 2020-21	Year 8 2021-22	Year 9 2022-23	Year 10 2023-24	Year 11 2024-25	TOTAL
BEGINNING BALANCE	\$ -	\$ 11,881,833	\$ 7,900,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 8,000,000	\$ 7,000,000	\$ 7,000,000	\$ 6,121,000	\$ 4,362,000	
REVENUE SOURCES	\$ 12,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 8,000,000	\$ 7,000,000	\$ 7,000,000	\$ 6,000,000	\$ 4,000,000	\$ -	\$ 80,000,000
Guaranteed Payments (October)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000							\$ 5,000,000
Annual Payments (June)	\$ 11,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 7,000,000	\$ 7,000,000	\$ 6,000,000	\$ 4,000,000		\$ 75,000,000
EXPENDITURES/USES												
Greenhouse Gas Reduction Programs Annual Allocation		\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 30,000,000
Mobility Master Plan		\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Electri-City	\$ -	\$ 550,000	\$ 1,046,582	\$ 1,124,627	\$ 1,125,000	\$ 1,150,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,103,791	\$ 10,900,000
Professional Services		\$ 170,000	\$ 530,000	\$ 504,627	\$ 505,000	\$ 530,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ 483,791	
Capital Costs		\$ 125,000	\$ 150,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	
Ad/Promo		\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Miscellaneous		\$ 50,000	\$ 103,682	\$ 112,100	\$ 112,100	\$ 112,100	\$ 112,100	\$ 112,100	\$ 112,100	\$ 112,100	\$ 112,100	
Staff Administrative Costs		\$ 200,000	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	\$ 252,900	
Easy Go	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 5,000,000
Professional Services		\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	
Capital Costs		\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000	
Staff Administrative Costs		\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	\$ 123,000	
Transportation & Transit	\$ -	\$ 127,458	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 280,499	\$ 291,667	\$ 400,376	\$ 2,750,000
Professional Services		\$ 15,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 45,499	\$ 56,667	\$ 105,376	
Capital Costs		\$ 18,000	\$ 47,800	\$ 47,800	\$ 47,800	\$ 47,800	\$ 47,800	\$ 47,800	\$ 47,800	\$ 47,800	\$ 107,800	
Miscellaneous		\$ 11,958	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	\$ 48,600	
Staff Administrative Costs		\$ 82,500	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	
Community-Based GHG Reduction Grant Match	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,800,000
Climate Action Plan	\$ 118,167	\$ 278,415	\$ 153,418	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Professional Services	\$ 100,000	\$ 199,832										\$ 299,832
Contingency	\$ -	\$ 15,000										\$ 15,000
Staff Administrative Costs	\$ 18,167	\$ 63,583										\$ 81,750
Urban Forestry	\$ -	\$ 88,833	\$ 100,000	\$ 200,000	\$ 150,000	\$ 200,000	\$ 250,000	\$ 250,000	\$ 244,501	\$ 233,333	\$ 233,333	\$ 2,000,000
Roof-top Solar & Energy Retrofit	\$ -	\$ 1,037,127	\$ 725,000	\$ 550,373	\$ 550,000	\$ 525,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 562,500	\$ 6,250,000
Zoning Ordinance Update		\$ 512,127	\$ 187,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 699,440
Contractual Services		\$ 412,500	\$ 137,500									
Staff Administrative Costs		\$ 99,627	\$ 49,813									
Energy Efficiency Programs		\$ 525,000	\$ 537,687	\$ 550,373	\$ 550,000	\$ 525,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 562,500	\$ 5,550,560
Low Income Solar Subsidy to GRID Alternatives		\$ 82,500	\$ 165,000	\$ 181,500								
Contingency (Solar Subsidy Contract)		\$ 50,000	\$ 50,000	\$ 21,000								
Energy Efficiency and Solar Rebates		\$ 317,500	\$ 247,687	\$ 272,873	\$ 550,000	\$ 525,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 575,000	\$ 562,500	
Staff Administrative Costs/Outreach		\$ 75,000	\$ 75,000	\$ 75,000								
GHG Reduction Programs Sub-Total	\$ 118,167	\$ 2,881,833	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 30,000,000
Community Programs Annual Allocation		\$ 1,000,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 5,000,000	\$ 4,000,000	\$ 4,000,000	\$ 3,000,000	\$ 1,000,000	
Scholarship	\$ -	\$ 8,000,000	\$ 3,270,000	\$ 4,370,000	\$ 4,620,000	\$ 4,620,000	\$ 3,620,000	\$ 2,620,000	\$ 2,500,000	\$ 1,380,000		\$ 35,000,000
Competitive Grant Program	\$ -	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 6,000,000
Job Training	\$ -	\$ 550,000	\$ 606,000	\$ 606,000	\$ 606,000	\$ 606,000	\$ 606,000	\$ 605,000	\$ 605,000	\$ 605,000	\$ 605,000	\$ 6,000,000
Summer Youth Program		\$ 294,438										
Youth Works		\$ 150,000										
RichmondBUILD			\$ 505,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
LEAP Position		\$ 105,562	\$ 101,000	\$ 106,000	\$ 106,000	\$ 106,000	\$ 106,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	
Public Safety	\$ -	\$ 450,000	\$ 174,000	\$ 174,000	\$ 174,000	\$ 174,000	\$ 174,000	\$ 175,000	\$ 174,000	\$ 174,000	\$ 157,000	\$ 2,000,000
Explorers		\$ 20,000										
Family Justice Center		\$ 35,000										
Closed Circuit Television Cameras		\$ 395,000										
Replacement of CCTV Cameras			\$ 32,775	\$ 32,775	\$ 32,775	\$ 32,775	\$ 32,775	\$ 32,775	\$ 32,775	\$ 32,775	\$ 27,775	
Mobile License Plate Reader (LPR) system			\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	
Audio Video Recorder (AVR) Body Worn Camera			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
ONS Operation Peacemaker Fellowship Subsidized Internship Element			\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 52,000	
Fire Placeholder			\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 59,000	\$ 58,000	\$ 58,000	\$ 52,000	
Free Internet	\$ -	\$ 500,000	\$ 250,000	\$ 250,000								\$ 1,000,000
Community Programs Sub-Total	\$ -	\$ 10,100,000	\$ 4,900,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 5,000,000	\$ 4,000,000	\$ 3,879,000	\$ 2,759,000	\$ 1,362,000	\$ 50,000,000
TOTAL EXPENDITURES	\$ 118,167,000	\$ 12,981,833	\$ 7,900,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 8,000,000	\$ 7,000,000	\$ 6,879,000	\$ 5,759,000	\$ 4,362,000	\$ 80,000,000
ENDING BALANCE	\$ 11,881,833	\$ 7,900,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 8,000,000	\$ 7,000,000	\$ 7,000,000	\$ 6,121,000	\$ 4,362,000	\$ -	