

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, AICP, COMMUNITY DEVELOPMENT DIRECTOR
LUKAS QUACH, BUILDING OFFICIAL

SUBJECT: APPROVAL OF AN AGREEMENT WITH CIVICWELL TO HOST A CIVICSPARK FELLOW TO ASSIST WITH THE CAAP IMPLEMENTATION

The City of Agoura Hills is committed to providing a more livable, equitable, and economically vibrant community through the reduction of greenhouse gas (GHG) emissions and enhancing the community's resilience towards vulnerabilities and risks posed by climate change. The City's Climate Action and Adaptation Plan (CAAP) provides a comprehensive roadmap to address the challenges of climate change in the City. It has an aggressive timeline to achieve progress on these actions through the implementation of various projects and programs such as developing new ordinances for building electrification and amending and adopting new building standards codes relating to CALGreen. With a focus on these critical projects, very limited time is left for the more indirect, yet still critical components of the CAAP. Conducting public outreach to inform the community of the City's efforts, as well as developing a protocol for monitoring and tracking programs, are integral to the success of the CAAP and to overall GHG reduction for the region. The City would educate stakeholders, such as businesses, business groups, residents, developers, and property owners, about the GHG reduction measures that require their participation, encourage participation in these programs, and alert them to program requirements, incentives, and/or rebate availability, depending on the measure. Regular monitoring is important to ensure programs function as they were originally intended. Early identification of effective strategies and potential issues would enable the City to make informed decisions on future priorities, funding, and scheduling, as well as provide concrete data to document the City's progress in reducing GHG emissions.

The CAAP's success will require implementation steps to support the achievement of energy efficiency and GHG reduction goals for the community at large. Success in meeting the City's energy efficiency and GHG emission reduction goals will depend on cooperation, innovation, and participation by the City, residents, businesses, and local government entities. Successful implementation of the CAAP will require the following components: Administration and Staffing; Financing and Budgeting; Timelines for Measure Implementation; Community Outreach and Education; and Monitoring, Reporting, and Adaptive Management.

With many conflicting demands on City's funds, Staff looked to access more affordable resources through CivicSpark to increase capacity to address the CAAP implementation need while serving as a career accelerator for emerging professionals. CivicSpark is a Governor's Initiative AmeriCorps program that is dedicated to building capacity for local governments to address emerging environmental and social equity resilience challenges such as climate change, water resource management, affordable housing, and mobility. CivicSpark places highly motivated emerging leaders with local organizations for 11 months to support research, planning, and implementation projects for community resilience. CivicSpark Fellows are AmeriCorps Members selected through a competitive national application process. Fellows have at minimum a college degree in a relevant field, as well as, workplace and community service experience.

The CivicSpark program offers a unique opportunity for emerging leaders to gain experience in the sustainability and resilience sectors, to gain professional and technical skills, and to have a strong network of professionals, all while having a lasting impact on communities. Fellows will serve closely with City officials and staff, regional agencies, and community stakeholders as one of the integral Community Development Department representatives for the project. The Fellows will have the opportunity to develop skills in professional communications, public speaking, project management, research, navigating politics, technical writing, engagement, and relation-building.

The CivicSpark Fellow will support the City's CAAP implementation by assisting with:

- Coordinating CAAP implementation-related meetings;
- Serving as the external communication hub to local and regional climate action organizations, including SCAG;
- Conducting public outreach to inform the community of the City's reduction planning efforts;
- Investigating methods to use existing resources and harness community support to better streamline the implementation of the Plan;
- Monitoring implementation of reduction measures and success of the CAAP;
- Developing a protocol for monitoring the effectiveness of emission-reduction programs;
- Establishing guidelines for reporting and documenting emission-reduction progress; submitting reports to decision-makers;
- Developing a protocol for using the real-time information collected through the verification process to modify and revise existing reduction programs;
- Tracking State and federal legislation and its applicability to the City.

CivicSpark positions are funded in part by AmeriCorps and in part by participating local governments. Participation in this program requires a financial contribution based on the amount and type of support provided by the CivicSpark program. Rates for the program are all-inclusive, covering: Workers' compensation, liability insurance, workplace costs, Fellow personnel benefits, etc. Fellows serve for 1,700 hours over 11 months. At least 1,300 of those hours are dedicated to project service, with approximately 250 – 300 hours dedicated to professional development activities and 100 hours for community volunteer engagement.

The agreement will cover from September 2022 through August 2023, and the \$29,000 funds to cover this agreement have already been included in the approved General Fund budget for Fiscal Year 2022-23.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the agreement with CivicWell to host a CivicSpark Fellow to assist with the CAAP implementation.

Attachment: Agreement

AGREEMENT FOR CIVICWELL
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: CivicWell

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Lare Bloodworth

CONTRACTOR'S ADDRESS: 980 9th Street, Suite 1700
Sacramento, CA, 95814-2736

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Name of Staff Member

COMMENCEMENT DATE: Sept 14, 2022

TERMINATION DATE: December 31, 2023

CONSIDERATION: Contract Price
Not to Exceed: \$29,000 /yr

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (“Agreement”) is made and entered into as of September 1, 2022 (“Effective Date”) by and between the City of Agoura Hills, (“Partner”) and CivicWell (formerly, Local Government Commission), a California nonprofit public benefit corporation.

RECITALS

A. CivicWell administers the CivicSpark program as part of the federal AmeriCorps program. The CivicSpark Program provides capacity-building services to local organizations through project implementation activities performed by CivicWell teams, CivicWell staff, and CivicSpark Fellows (“Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.

B. Partner desires to engage CivicWell to provide certain services through the CivicSpark program. CivicWell desires to provide those services and to be compensated accordingly.

C. Partner and CivicWell enter into this Agreement in order to memorialize the terms concerning CivicWell's performance of the services and Partner's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and CivicWell hereby covenant and agree as follows:

AGREEMENT

1. CivicWell’s Scope of Services. During the term of this Agreement, CivicWell agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.

2. Partner’s Responsibilities. During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.

3. Compensation; Reimbursable Expenses.

(a) For the Services provided by CivicWell under this Agreement, Partner shall pay CivicWell the compensation set forth in Exhibit D - Compensation, attached hereto and incorporated herein.

(b) CivicWell shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement limited to those expenses listed in Exhibit E - Reimbursable Expenses, attached hereto and incorporated herein, up to the maximum amount set forth in Exhibit E.- Reimbursable Expenses. Upon receipt of CivicWell’s invoice, Partner shall notify CivicWell if it has any exceptions to CivicWell’s invoice. When CivicWell and Partner are in agreement on the terms of CivicWell’s invoice, Partner shall submit the invoice for payment. Partner shall reimburse CivicWell within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and CivicWell's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit F (“Term”). This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to CivicWell.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days' written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner's failure to pay CivicWell any compensation due within 30 days after written demand for payment; (b) CivicWell's failure to perform the Services as provided in this Agreement; or (c) either party's material breach of any representation or agreement contained in this Agreement.

6. Excuse of Performance. CivicWell shall not be liable for any failure to perform its obligations under this Agreement if CivicWell presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond CivicWell's reasonable control and not due to any act by CivicWell.

7. Independent Contractor. It is the express intention of the parties that CivicWell is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and CivicWell or any employee or agent of CivicWell. Both parties acknowledge that CivicWell may retain the services of others to assist it but that such persons as CivicWell's employees are not Partner employees for any purpose. CivicWell further agrees that it shall be exclusively responsible for payment of compensation and benefits to any employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

8. Insurance. Prior to commencement of work, CivicWell shall procure, provide, and maintain, at CivicWell's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CivicWell, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of CivicWell arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce

or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or CivicWell shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CivicWell maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by CivicWell. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of CivicWell; products and completed operations of CivicWell; premises owned, occupied or used by CivicWell; or automobiles owned, leased, hired or borrowed by CivicWell. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, CivicWell's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of CivicWell's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) CivicWell's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

9. Indemnification. CivicWell shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of CivicWell, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, CivicWell shall defend Indemnitees at CivicWell's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CivicWell shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CivicWell's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CivicWell or Indemnitees. All duties of CivicWell under this Section shall survive termination of this Agreement.

10. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by CivicWell while performing Services under this Agreement will be assigned to and owned jointly by CivicWell and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by CivicWell in the performance of the Services for Partner shall be the joint property of CivicWell and Partner.

11. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Partner:

Lukas Quach
City of Agoura Hills
3000 Ladyface Court
Agoura Hills, CA 91301
818-597-7332
Lquach@AgouraHillsCity.org

To CivicWell:

Lare Bloodworth
CivicWell
980 9th Street, Suite 1700
Sacramento, CA 95814-2736
916-448-1198 x302
916-448-8246 fax
lbloodworth@civicwell.org

Either party may change its address by giving written notice thereof to the other party.

12. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

16. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

19. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date set forth above.

PARTNER:
City of Agoura Hills

By _____
Deborah Klein Lopez, Mayor

CIVICWELL;
CIVICWELL, a California nonprofit public benefit corporation

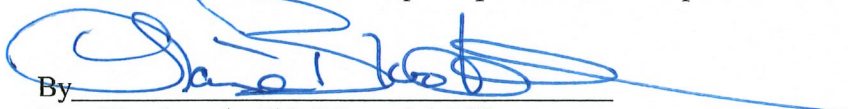
By  _____
Lare Bloodworth, Chief Financial Officer

Exhibit A

Contracted Performance Measures and Policies

CivicWell has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measure is predominantly met through training, service and professional development activities provided to the Fellows by CivicWell. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited (see 45 CFR § 2520.65):**

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed prohibited activities **on their own time, in their private capacities, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and CivicWell policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

- (1) CivicWell and Partner will comply with Equal Opportunity Employment guidelines.
- (2) CivicWell and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
- (3) CivicWell and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
- (4) CivicWell and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f))

- (1) Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- (2) Nondisplacement.
 - (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
 - (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
 - (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

- i. Presently employed worker;
- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- v. Employee who is on strike or who is being locked out.

Non-Harassment and Civil Rights Policy:



Program Non-Harassment and Civil Rights Policy – March 18, 2021

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or eo@cns.gov.

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

A handwritten signature in black ink that reads 'Mai Coles'.

Mai Coles
Acting Chief Executive Officer
AmeriCorps

Exhibit B
Scope of Services

CivicWell will perform the following services:

- 1) General Program Responsibilities
 - a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
 - b. Recruit and train Fellows to provide capacity-building services for the region.
 - c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
 - d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
 - e. Manage local government beneficiary and/or other partner service contracts.
 - f. Share outcomes from service with Partner.
- 2) Fellow Responsibilities
 - a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
 - b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
 - c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
 - d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
 - e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
 - f. Avoid participation in prohibited activities.
 - g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
 - h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
 - a. Assist with the implementation of the City of Agoura Hills' Climate Action and Adaptation Plan (CAAP)
 - b. Research
 - i. In support of the implementation of the CAAP, the fellow will research other jurisdictions' methods of implementation of their respective climate action plans.
 - ii. Evaluate and recommend in writing the best implementation method for various goals and measures of the CAAP.
 - c. Plan Implementation
 - i. Support the City's CAAP implementation by coordinating CAAP implementation-related meetings.
 - ii. Assist with identifying the prioritization and scheduling of various CAAP measures.
 - d. Outreach
 - i. Assist in conducting public outreach to inform the community of the City's CAAP efforts
 - ii. Help to educate stakeholders, such as businesses, business groups, residents, developers, and property owners, about the GHG reduction measures of the CAAP.
 - e. Data Analysis
 - i. Analyze data to develop monitoring and tracking protocols of CAAP programs.
 - ii. Assist with the monitoring CAAP implementation to ensure CAAP programs function as they were originally intended.

- f. This project will include: (1) an initial gap assessment conducted by the Fellow, (2) a volunteer engagement component, and (3) a transitional support activity.
 - i. Minor changes to the scope following the requisite gap assessment process may be needed.
 - ii. The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit A – Contracted Performance Measures and Prohibited Activities.

Exhibit C

Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the "Site Supervisor" for the project, and point person for both the Fellow and CivicSpark staff.
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows' professional goals into project activities.
 - (v) As appropriate, facilitating Fellows' transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows (e.g., desk, computer, phone), and ensure that site and workplace are accessible to individuals with disabilities if needed.
 - (vii) If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g., remote access to files, plans for remote check-in and support, technology support for remote work)
 - (d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
 - (f) Keep Regional Coordinators and/or other CivicWell staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
 - (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with CivicWell staff in a timely manner so CivicWell staff can assess the challenges and intervene as needed.
 - (h) Assist with occasional site visits to Partner by CivicWell staff.
 - (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
 - (j) Not offer the CivicSpark Fellow part-time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the service year-end date.
- (2) Reporting Responsibilities

- (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 - 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 - 2. Specific eligibility requirements are provided here: <http://civicspark.lgc.org/join-civicspark/project/>
- (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
- (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
- (d) Submit Fellow performance assessments on time, as described above.
- (e) Complete any additional project reporting defined as necessary.
- (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

**Exhibit D
Compensation**

Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

CivicWell will receive no more than \$29,000, for 1 Fellow for performing the services set forth in this Agreement.

	Per Fellow Benefits
Costs	\$29,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

Installment Billing, Option #2

Invoices will be the total amount of the contract divided into **4 equal installments**, billed over the Fellow(s)' term of service with the **first installment due at contract signing**. CivicWell will bill the Partner for the full installment amount regardless of Fellow activity during any given period. If for some reason CivicWell is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided) or this Agreement is terminated, Partner is only responsible for the portion of the contract amount for the hours of service actually provided. Partner must inform CivicWell prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details. Partner must also provide clear instructions to CivicWell about how time should be tracked and reported, if necessary.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with LGC staff, etc.).

Exhibit E
Reimbursable Expenses

CivicWell does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner.

Should Partner wish to have a Fellow incur project-related expenses, those expenses shall be submitted to Partner in writing for approval prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B”).

**Exhibit F
Timeline**

All tasks enumerated in Exhibit B – Scope of Services are to start on September 12, 2022 and should be completed by December 31, 2023.