



**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**  
**BETWEEN**  
**CITY OF IRVINE**  
**AND**  
**PUBLIC HEALTH INSTITUTE**

THIS AGREEMENT (“Agreement”) is made and entered into as of September 5, 2024, (“Effective Date”) by and between City of Irvine (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

**RECITALS**

- A. The Public Health Institute administers the CivicSpark program as part of the federal AmeriCorps program. PHI provides capacity building services to local organizations through project implementation activities performed by AmeriCorps Members (“CivicSpark Fellows” or “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 PHI to provide certain services through the CivicSpark program. PHI desires to provide those services and to be compensated accordingly.
- C. Partner and PHI enter into this Agreement in order to memorialize the terms concerning PHI 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 PHI hereby covenant and agree as follows:

**AGREEMENT**

- 1. **PHI’s Scope of Services.** During the term of this Agreement, PHI 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.** For the Services provided by PHI under this Agreement, Partner shall pay PHI the compensation set forth in Exhibit D - Compensation and Billing, attached



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hereto and incorporated herein.

4. Term. The term of this Agreement shall commence and PHI'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 PHI.

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 PHI any compensation due within 30 days after written demand for payment; (b) PHI's failure to perform the Services as provided in this Agreement, not including a Fellow unable to provide services for the full contract duration and a suitable replacement cannot be provided; (c) Partner offering employment to the Fellow that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date as described in Exhibit C(1)(j); or (d) either party's material breach of any representation or agreement contained in this Agreement.

6. Excuse of Performance. PHI's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by PHI, including any such circumstances caused by Partner.

7. Independent Contractor. It is the express intention of the parties that PHI 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 PHI or any employee or agent of PHI. Both parties acknowledge that PHI may retain the services of others to assist it but that such persons as Fellows and PHI's employees are not Partner employees for any purpose. PHI further agrees that it shall be exclusively responsible for payment of compensation and benefits to any Fellow and PHI employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

8. Insurance. PHI agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of PHI's Services hereunder or from or out of any act or omission of PHI, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker's compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, PHI shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.



9. Indemnification. To the extent limited by applicable law, each party to this Agreement (“Indemnitor”) shall defend, indemnify, defend and hold harmless the other party (“Indemnitee”) and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney’s fees and other legal expenses. arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor’s performance of this Agreement or representations made in this Agreement. The Indemnitor is not responsible for the acts or omissions of the Indemnitee and nothing herein shall be construed to require the Indemnitor to indemnify the Indemnitee for the acts or omissions of the Indemnitee. This provision shall survive the termination of this Agreement.

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

11. Notices. All legal notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been given if: (1) personally delivered then on the date of personal delivery; (2), if mailed by certified mail, postage prepaid, return receipt requested, then three (3) business days after mailing and shall be addressed as follows:

To PHI (if legal):      Office of Chief Legal Counsel  
Public Health Institute  
555 12<sup>th</sup> Street, Suite 600  
Oakland, CA 94607-4046

Any notices related to post-award management shall be in writing and sent via electronic mail. Notice will be deemed to have been given when sent by electronic mail upon the sender’s receipt of acknowledgement from the intended recipient.

To PHI (if other)      CivicSpark  
Public Health Institute  
CivicSparkContracts@phi.org

To Partner:              City of Irvine  
1 Civic Center Plaza  
Irvine, CA, 92606  
949-724-7347  
slawrence@cityofirvine.org

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



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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 construed and enforced in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. Any suit, action or legal proceeding arising out of this Agreement shall be submitted to a state or federal court sitting in Alameda County, California, which will have exclusive jurisdiction and venue over the dispute and to which jurisdiction the parties irrevocably submit.
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.
20. Match Funds Under Federal Award. PHI will be applying funding received under the Agreement to serve as a federal “Match” or “Cost Share” for a federally funded Award as described further in Exhibit A. Partner certifies that the source of funding used to fund this Agreement comply with Title 2 CFR § 200.306.



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21. Live Scan Fingerprinting Requirements. Fellows may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Irvine Police Department. Fellows shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. Fellows will obtain a contractor’s badge if a background check is performed.



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Dated as of the Effective Date set forth above.

**PARTNER:**

City of Irvine

DocuSigned by:  
By: Sean Crumby  
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Sean Crumby, Director of Public Works & Sustainability

**Public Health Institute:**

Public Health Institute, a California nonprofit public benefit corporation

Signed by:  
By: Rebecca Silva  
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Rebecca Silva, Vice President of Grants and Contracts

Attest:

DocuSigned by:  
By: Carl Petersen  
0FCAD91F02E547D...  
Carl Petersen

Its: City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

DocuSigned by:  
By: Jeffrey Melching  
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Jeffrey Melching



## Exhibit A Contracted Performance Measures and Policies

PHI 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 measures are predominantly met through training, service and professional development activities provided to the Fellows by PHI. 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;



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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—
  - (1) A business organized for profit;
  - (2) A labor union;
  - (3) A partisan political organization;
  - (4) 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
  - (5) 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 activities **on their own time, 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 PHI 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. PHI and Partner will comply with Equal Opportunity Employment guidelines.
2. PHI 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. PHI 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. PHI 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\(e\)-\(f\)](#), noted below)





(e) **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.

(f) **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.

**Labor Union Concurrence:** In following non-duplication and non-displacement AmeriCorps policies as noted above, the Partner must obtain the written concurrence of any local labor organization(s) representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out by the Fellow in Exhibit B if they:

- 1. Will serve as a placement site for AmeriCorps members (Fellows);
- 2. Has employees engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members; and
- 3. Those employees are represented by a local labor organization.

Written concurrence can be in the form of a letter or e-mail from the local union leadership. Written concurrence should be included along with this contract if applicable.

Partner is not required to obtain labor organization concurrence if:



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1. There are no local labor organizations representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out; or
2. Partner is not required to consult with labor organizations, because there are no appropriate local labor organizations representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the Fellow.



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## Non-Harassment and Civil Rights Policy:



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### **Employee Civil Rights and Non-Harassment Policy**

AmeriCorps is committed to treating all persons with dignity and respect while building a diverse, equitable, inclusive workplace where benefits and opportunities for advancement are accessible to all. AmeriCorps maintains a zero-tolerance policy for any unlawful discrimination and harassing conduct towards any employee, intern, or contractor. As a federal agency, compliance with the anti-discrimination laws and the regulations enforced by the [United States Equal Employment Opportunity Commission](#), and the maintenance of a model EEO program are rigorously upheld. Building a culture of diversity, equity, inclusion, and accessibility demands the prevention of discrimination and harassment, along with taking swift action when it occurs.

AmeriCorps prohibits any forms of discrimination and harassment based upon a person's protected status. "Protected status" means a person's race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental, physical, or invisible), gender identity or expression, political affiliation, marital or parental status, pregnancy, genetic information (including family medical history), military service, their submission of a complaint, or activity in any Equal Employment Opportunity related activity. AmeriCorps seeks an environment that is free of discrimination and harassment, and to provide all employees the freedom to compete on a fair and level playing field.

AmeriCorps will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's gender, race, ethnicity, religion, sexual orientation, or any other protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Every AmeriCorps employee should familiarize themselves with our [Anti-Harassment Policy and Procedure](#).

AmeriCorps does not tolerate harassment from any AmeriCorps employee; supervisor; manager; non-employee (e.g., contractors); national service members or volunteers.

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, text messages or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures based on a person's gender, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status. Conduct directed at a single individual in the workplace may create an offensive environment for others, even if they were not targeted.

Discrimination or harassment, when identified, will result in immediate corrective action by AmeriCorps. Any employee who violates this policy will be subject to appropriate discipline, up to and including removal from federal service. AmeriCorps' supervisors and managers will immediately notify the Office of Human Capital when they become aware of alleged discrimination or harassment by an employee, service member, or other individuals. After



consulting with the Office of Human Capital on appropriate measures, the supervisor or manager must take prompt action to effectively address any such conduct.

AmeriCorps prohibits retaliation or reprisal against any employee who raises discrimination or harassment concerns or participates in any Equal Employment Opportunity activity including filing a complaint against a supervisor or coworker, reporting harassment of a service member, volunteer, contractor, or employee, or providing a witness statement during an investigation.

Harassment and discrimination are unacceptable in AmeriCorps offices, facilities or campuses, virtual meetings, and in other service-related venues. This includes training sessions, convenings, off-campus service sites, service-related social events, and other off-site gatherings or events (whether in person or virtual).

Any AmeriCorps employee, former employee, or applicant for employment who believes they were harassed or discriminated against in violation of civil rights laws, regulations, or this policy, or who believes they were subject to reprisal for opposing discrimination or participating in the discrimination complaint proceedings (e.g., as a complainant or witness), should raise those concerns with AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the harassing or discriminatory action. Discrimination claims that are not brought to the attention of AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint is filed.

The confidentiality of any employee who reports harassment or discrimination, or participates in a related investigation, will be protected to the greatest extent possible, as provided by law. AmeriCorps' Civil Rights and Employment Branch may be reached via (202) 606-3461 or [eo@americorps.gov](mailto:eo@americorps.gov). Employees may also consider AmeriCorps' Alternate Dispute Resolution Program as an informal way to resolve workplace conflicts. If you are interested in learning more about our Alternate Dispute Resolution Program, please email [adr@americorps.gov](mailto:adr@americorps.gov).

November 7, 2023

Date

Michael D. Smith  
Chief Executive Officer  
AmeriCorps





## **Exhibit B Scope of Services**

PHI 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.
- g. Provide membership to PHI's national network for an additional fee, if desired. As a PHI member, you will have access to our wider organization's direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.

### **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. Climate Action and Adaptation Plan (CAAP) Implementation
  - i. In support of the City's climate action and adaptation goals, the fellow will support the development and implementation of the City's cornerstone climate policy, the Climate Action & Adaptation Plan.
  - ii. The Plan includes over 180 direct actions to implement over the course of several years. The fellow will help with research, outreach, program development and design of these action items, in order to support staff in implementing the Plan.
- b. Sustainability Policy Research



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- i. In support of proactively advancing climate action in the City, the fellow will support research on emerging and innovative policies related to the City's key emissions sectors: waste, transportation, buildings and energy. This includes tracking legislation, providing written reports and summaries, attending webinars and other research tasks.





c. c. **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. At the time of this agreement, the Partner staff member assigned as Site Supervisor for the Fellow during their term of service is: *Selene Lawrence, Energy & Outreach Administrator, slawrence@cityofirvine.org*
  - (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 within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed. The Partner’s office address is: 1 Civic Center Plaza, Irvine, CA, 92606
      1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
      2. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
  - (d) Develop defined project scope(s) and identify goals to be completed in an 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 PHI 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 PHI staff in a timely manner so PHI staff can assess the challenges and intervene as needed.
  - (h) Assist with occasional site visits to Partner by PHI 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- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.
- (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:  
<https://civicsparkfellowship.org/partnership-opportunities>
  - (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 and Billing

This is a firm fixed price type agreement and compensation will be provided in a lump sum as described in this exhibit. Costs, total project hours<sup>1</sup>, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

PHI will receive no more than \$36,000, for 1 Fellow(s) for performing the services set forth in this Agreement.

	<b>Per Fellow Benefits</b>
Costs	\$31,000/Fellow Additional \$5,000/Fellow for returning Fellow to same site
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

### PAYMENT OPTION

#### Lump Sum Payment — \$36,000

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at contract signing**. If for some reason Fellow 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), Partner is responsible for the full contract amount regardless of hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

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<sup>1</sup> 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 PHI staff, etc.).



### Partner Billing Contact Details & Instructions

**Partner Organization Billing Address:** 1 Civic Center Plaza, Irvine, CA 92606

#### Main Billing Contact

Name & Title: Selene Lawrence, Energy & Outreach Administrator

Email Address: [SLawrence@cityofirvine.org](mailto:SLawrence@cityofirvine.org)

Phone: 949-724-7347

#### Billing Contact #2

Name & Title: Melissa You, Manager of Sustainability

Email Address: [MYou@cityofirvine.org](mailto:MYou@cityofirvine.org)

Phone: 949-724-7313

**Special Instructions for Invoicing (if any):** Email invoices to Main Billing Contact with a CC to Billing Contact **and** [isubmittal@cityofirvine.org](mailto:isubmittal@cityofirvine.org)

**Payments to be made by:** Check ☐ ACH ☒ (see ACH instructions below)

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACH Instruction	
Account Name	PUBLIC HEALTH INSTITUTE
Account Type	CHECKING
Account Number	4122400534
ACH Routing Number	121000248
SWIFT/BIC Code	WFBIUS6S
Bank Name and Address	WELLS FARGO BANK 420 MONTGOMERY ST. SAN FRANCISCO, CA 94104
EIN	94-1646278



### **Exhibit E**

### **Reimbursable Expenses**

PHI does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. This can occur by 1) Partner paying for these expenses directly; or 2) Partner has the Fellow pay for expenses themselves, and then reimburses Fellow for such expenses.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless the Partner has funds to cover such expenses.



## **Exhibit F Timeline**

All tasks enumerated in Exhibit B – Scope of Services are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 23, 2024. Fellow activities should be completed by August 30, 2025.