

**Memorandum of Understanding (MOU) between  
Bay Area Community Resources and City of Menlo Park  
November 20, 2018 – August 31, 2019**

**SUBJECT:** Climate Corps AmeriCorps

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Bay Area Community Resources, hereinafter referred to as BACR and City of Menlo Park, hereinafter referred to as “Host Agency”. Collectively, BACR and City of Menlo Park are hereinafter referred to as the “Parties.”

**ARTICLE I – BACKGROUND AND OBJECTIVES**

BACR is collaborating with public and nonprofit organizations across the state of California to recruit, train, and place AmeriCorps Fellows at public and nonprofit organizations, where they will assist in implementing greenhouse gas reduction programs or other sustainability projects. The Fellows’ term of service is from January 3, 2019 to August 15, 2019. While working for the Host Agency, Fellows will complete 1,200 hours total to receive an End of Program Education Award of \$4,266. During their term of service, Fellows will implement programs that save energy, water, or waste; reduce greenhouse gas (GHG) emissions; educate students in classrooms; help develop Greenhouse Gas Inventories or Climate Action Plans; or outreach to raise community engagement. Fellows will ideally devote an average of 24 hours per week to directly working on emissions, water, waste, or energy reduction. If a Fellow is unable to complete their full 1,200 hours by August 15 due to any unforeseen circumstances during their term they may, at the discretion of BACR and the agency, be allowed time to complete their hours at the agency, or at another approved agency where there are service opportunities available. The last day Fellows are eligible to earn hours for the 2018-2019 program year will be August 31, 2019.

The objectives of the program are as follows:

- Host Agency will be able to report measurable reductions in GHGs, energy, water, or waste at the end of the placement.
- Fellows will be able to develop a practical skill set and expertise in the realm of climate change management at the community level.
- Host Agency communities will be able to increase community participation towards further GHG reductions through volunteer opportunities that are created and/or increased through the participation of the Fellow.

The Parties will work together to promote the partnership, and its benefits to the Project and community at large.

## **ARTICLE II – STATEMENT OF PROJECT ACTIVITIES**

BACR agrees to:

- Be the official employer-of-record for the AmeriCorps Fellow.
- Pay the Fellow a living stipend of \$2,000/month, as well as provide coverage options for healthcare, childcare, and student loan deferment.
- Recruit, screen, and select an AmeriCorps Fellow for a commitment of 1,200 hours over a period of 7.5 months. Host Agency will assist in the recruitment and selection of Fellow, including, without limitation, developing a position description, conducting interviews, and participating in the final selection. If the Host Agency ultimately fails to select a Fellow, Host Agency will pay BACR a \$2,500 fee for the recruiting effort promptly following receipt of an invoice from BACR.
- Train and support Fellow with a comprehensive training program that includes a training manual, a week-long orientation led by an array of experts, monthly trainings, an overnight mid-year retreat, supervision meetings, and semi-annual performance reviews.
- Work with the Host Agency to develop a specific Scope of Work plan for Fellow that aligns with the GHG reduction initiatives provided by Host Agency.
- Define and develop metrics for the Fellow to measure and track the progress of resource reduction, K-12 education, or community outreach throughout the placement.
- Define and implement any corrections to Fellow's plan determined to be necessary based on feedback collected from Fellow and Host Agency.

Host Agency agrees to:

- Provide one to three specific GHG reduction initiatives that Fellow can work on during their term of service. Initiatives must be well-defined, approved for implementation and include specific GHG reduction targets, or have the capacity to define specific reduction targets. Host Agency will work with BACR to finalize a mutually agreed-upon work plan no sooner than 1 week after the Fellow begins work.
- Ensure that Fellows do not work directly on fundraising or grant-writing efforts.
- Assign a Site Supervisor who will be available to devote no fewer than four (4) hours per month of one-on-one time with Fellow.
- Complete monthly reporting to BACR in regional supervisor check-in meetings, indicating whether progress is being made on the initiatives.
- Provide feedback on program's effectiveness: three times a year, fill out and submit an evaluation form to provide feedback on Fellow activities and offer data on specific GHG reduction metrics.
- Attend or send a representative to the Partner Orientation (via webinar).

- Only hire Fellow to work part-time in program or service area unrelated to BACR community service programs; Agency may not hire the AmeriCorps Fellow until and unless Fellow completes his/her entire program year of service.
- Allow BACR to share results from this program through grant reporting and other means as BACR deems appropriate.
- Support and encourage the promotion of National Service through the following:
  - Posting AmeriCorps and National Service information at all service sites
  - Ensuring Fellows wear appropriate uniforms or AmeriCorps pin as required by BACR
  - Allowing Fellows to leave program site to participate in pre-arranged National Service identity activities and monthly training days.
- Desired, but not required, to provide program-wide support through either
  - Delivery of at least 1 all-day training event for all Fellows or
  - Speaking during a session at 1 all-day training event for all Fellows

**ARTICLE III – TERM OF AGREEMENT**

This MOU will become effective on the date of final signature and shall continue in full force and effect through August 31, 2019.

**ARTICLE IV – KEY OFFICIALS**

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding

For BACR

Job Title:	Program Director
Name:	Bailey Hall
Address:	899 Northgate Dr. Suite #410, San Rafael CA 94903
Phone Contact:	714-396-5268
Email Contact:	bhall@bacr.org

For Host Agency:

Job Title	Sustainability Manager
Name	Rebecca L. Lucky
Address	701 Laurel Street, Menlo Park, 94025
Phone Number	650.330.6765
Email Contact	Rllucky@menlopark.org

No change in key officials will be made by either BACR or Host Agency without written notification thirty days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

## **ARTICLE V –PAYMENT**

Host Agency will provide BACR with \$19,000 per Fellow, and requests two (2) Fellow for the coming program year for a total payment amount of \$38,000 to support the implementation of the program. Host Agency will receive invoices prior to the scheduled payment date. This payment will be made according to the following schedule:

- Payment 1:
  - Due: January 31, 2019
  - Amount: \$19,000
- Payment 2:
  - Due: March 31, 2019
  - Amount: \$9,500
- Payment 3:
  - Due: May 31, 2019
  - Amount: \$9,500

## **ARTICLE VI - TERMS**

It is mutually agreed by all Parties to this MOU that:

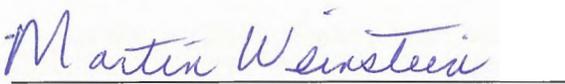
- It is expressly agreed that in the performance of the service necessary for compliance with this MOU, BACR shall be and is an independent contractor and is not an agent or employee of Host Agency. BACR has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting BACR in the performance of BACR's services hereunder. BACR shall be solely responsible for its own acts and those of its subordinates and employees.
- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue(s) of concern.
- In the event that an AmeriCorps Member is hired to begin after the start of the program, the full match will still be required. All full time AmeriCorps Members receive the same benefits and are expected to finish 1,200 hours regardless of their start date so the cost remains the same.

- In the event that an AmeriCorps Member leaves the program prior to August 15, 2019, the Parties shall meet and confer on how to most efficiently complete the remaining projects. If the Parties are not able to secure a substitute fellow, the Host Agency shall be responsible for a pro-rated amount of match funds up until May 15, 2019. Pro-rated amounts are determined by the following equation: Total partner match divided by number of total stipend payments planned for the AmeriCorps Member multiplied by actual number of stipend payments distributed. The match is used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs; all Agency match funds will have been absorbed by the program by the May 15, 2019 deadline so no pro-rated amount will be issued after that date.
- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty days prior to termination.
- Hold Harmless. BACR shall defend, indemnify and hold harmless the Host Agency, its subsidiary agencies, their officers, agents, and employees from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of BACR or the BACR Fellow brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this MOU by the BACR Fellow, BACR, its officers, agents, and employees.
- Ownership of Work Product. Work products of BACR and the BACR Fellow which are delivered under this MOU or which are developed, produced and paid for under this MOU, shall become the property of the Host Agency. The reuse of BACR's work products by the Host Agency for purposes other than intended by this MOU shall be at no risk to BACR.
- Insurance. BACR shall comply with the Host Agency's insurance requirements.

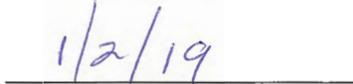
**ARTICLE VII – AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

**Bay Area Community Resources**



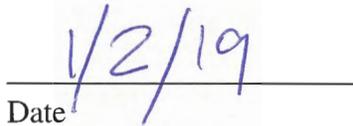
Marty Weinstein  
BACR CEO



Date

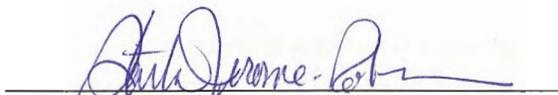


Bailey Hall  
Program Director

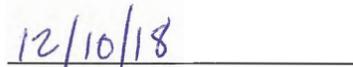


Date

**City of Menlo Park**



Starla Jerome-Robinson  
Interim City Manager



Date