

## **SUSTAINABILITY SERVICE CORPS** **PLACEMENT AGREEMENT**

This PLACEMENT AGREEMENT ("Agreement") is made and entered into as of September 16, 2025, by and between Bay Area Community Resources, EIN 94-2346815 (hereinafter referred to as "BACR") and **City of San Pablo** (hereinafter referred to as "Partner") to host Sustainability Service Corps (SSC) Fellows at Partner site(s).

### **RECITALS**

The Sustainability Service Corps (SSC) is an initiative of California Volunteers, Office of the Governor (CV), designed to educate adults and youth about environmental stewardship and/or environmentally-conscious practices, support greenhouse gas reduction programs or other climate action projects, develop Greenhouse Gas Inventories, Climate Action Plans, and other capacity-building documents; and conduct outreach to raise community engagement.

BACR will collaborate with public agencies and nonprofit organizations across the state of California to recruit, train, and place Sustainability Service Corps Fellows, hereinafter referred to as "Fellow(s)."

1. The Sustainability Service Corps Fellowship provides Climate Education for Adults and Youth; Climate Action Projects; Community Outreach; and Volunteer Engagement, in California through service provided by AmeriCorps Fellows ("fellows").
2. Fellows can only serve on contracted and allowable service activities.
3. The high-profile nature of the program necessitates Partner participation in timely outcome reporting, storytelling, and responsiveness to media engagement.
4. Partner desires to host fellow(s), and BACR desires to provide fellows' service to Partner. This document establishes the basic guidelines and expectations between the Partner and BACR.
5. The Partner and BACR enter into this Agreement in order to memorialize the terms of BACR's performance of the services and the Partner's obligations with respect thereto.

### **AGREEMENT**

BACR has contracted with AmeriCorps (formerly Corporation for National and Community Service – CNCS) through California Volunteers to implement the Sustainability Service Corps Fellowship. **Fellows can only serve on contracted activities approved by AmeriCorps and California Volunteers and must abide by Federal guidelines for AmeriCorps program implementation.**

The objectives of the program are as follows:

- Partner will be able to report measurable outcomes of SSC Performance Measures, including: 1) Climate Education for Adults and Youth; 2) Climate Action Projects; 3) Community Outreach; and 4) Volunteer Engagement, developed collaboratively by the Parties.

- Fellows will develop a practical skill set and expertise in climate change management at the community level.
- Communities served by Partner will increase community participation in local climate action needs and projects, and report a change in behavior to better protect the environment.
- Partner agrees that any Fellows assigned to the Partner will only participate in the activities described in the mutually agreed upon Scope of Work. The Scope of Work will be completed within 45 days of the Fellow being assigned to the site.

**Fellows may raise resources directly in support of Partner's service activities.**

Examples of fundraising activities Fellows members may perform include, but are not limited to, the following:

- (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- (5) Seeking donations from alumni of the program for specific service projects being performed by current members.

**Fellows may not:**

- (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- (2) Write a grant application to AmeriCorps or to any other Federal agency.
- (3) Spend more than 10% of their term of service performing fundraising activities.

**In addition to only serving 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:
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or a substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described above;
9. Conducting a voter registration drive;
10. Providing abortion services or referrals for the receipt of such services; and
11. Such other activities that the Corporation for National and Community Service (CNCS) may prohibit.

SSC 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 and Sustainability Service Corps logos **must not** be worn while doing so.

Additionally, per the [Code of Federal Regulations](#) § 2540.100, the following restrictions apply:

- A. *Supplantation*. CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year in which support is to be provided is not less than the previous fiscal year.
- B. *Religious use*. CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
- C. *Political activity*. CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office.
- D. *Contracts or collective bargaining agreements*. CNCS assistance may not be used to impair existing contracts for services or collective bargaining agreements.
- E. *Nonduplication*. CNCS 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, CNCS 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.*

1. 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 CNCS assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving CNCS assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving CNCS 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.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. 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.

Per Federal guidelines and BACR policies, the Sustainability Service Corps Fellowship must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

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

5. BACR, as the implementing agency of the program, is the only party that can write up or terminate a Fellow. Partners must work with SSC staff to address disciplinary issues, but cannot issue a warning or terminate a Fellow themselves.
6. BACR, as the implementing agency, supports the Fellows through BACR's Human Resources Department, People and Culture (P&C). Partners who want to involve Human Resources for disciplinary concerns or accommodations must defer to BACR People and Culture. Partner's HR department can work with BACR People and Culture, but cannot address HR concerns without including BACR.

## **II. Scope of Services**

BACR will perform the following services:

### **General Program Responsibilities**

1. BACR will recruit and screen Fellow(s).
2. Conduct mandatory background checks prior to the Fellows' start date.
3. Provide the living stipend bi-weekly (7th and 22nd of each month).
4. Assign a Regional Supervisor to support Partner site and Fellow during the term of service.
5. Provide clear guidelines to Fellows regarding program regulations and expectations.
6. Work to support and guide Fellows, addressing any concerns that might develop during the service year.
7. Work to provide support and guidance for Partners, addressing any concerns that might develop during the service year, in conjunction with SSC staff and CV.
8. Provide HR support through BACR's People and Culture department.
9. BACR provides Workers' Compensation and General Liability insurance for all SSC Fellows.
10. BACR reserves the right to terminate an SSC Fellow for cause at its sole discretion. Under no circumstances may partner sites terminate or release a fellow from their service term. Any performance or conduct concerns must be reported to BACR, which will handle all disciplinary actions in alignment with program policy.
11. **BACR reserves the right to remove SSC Fellows from Partners should the placement become unsuitable or unsafe for Fellows or Partners violate the terms of this MOU. BACR will make reasonable attempts to address and appropriately mitigate concerns with Partners.**

### **Expectations for Regional Supervisor (BACR staff)**

1. Offer monthly check-in meetings, email support, professional development resources, and conflict resolution (if needed).
2. Provide virtual supervision meetings attended by Fellow(s), Site Supervisor, and the Regional Supervisor.
3. Conduct two (2) Fellowship performance reviews which include surveys completed by Partner site and Fellow. Debrief conversations over the results of the review will be facilitated by the Regional Supervisor.
4. Define metrics for the Fellow, including: 1) Climate Education for Adults and Youth; 2) Climate Action Projects; 3) Community Outreach; and 4) Volunteer Engagement, developed collaboratively by the Parties.

### **Fellow Responsibilities**

1. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
2. Complete at least 170 hours, and no more than 340 hours, of training through dedicated SSC Fellow training, development, and service days.
  - a. If a Fellow is unable to complete the expected number of hours by the end date in their contract (i.e. Member Service Agreement) due to allowable unforeseen circumstances that disrupt their term they may, at the discretion of BACR and Partner, be allowed time to complete their hours at Partner site, or at another approved agency.

The last day Fellows are eligible to earn hours for the 2025-26 program year will be September 30, 2026.

3. Serve an average of 40 hours per week for 11 months, serving a minimum of 1,700 total hours. Fellows must consistently strive for an average of 40 hours per week of service. Fellows cannot serve part-time hours with the intention of not completing the program.
  - a. If BACR is not able to secure an adequate number of placement sites to allow all Fellows to be placed in a 1,700 hour term, they may be offered a shorter term (e.g. 1,200 hours or 900 hours) depending on availability. SSC staff will reach out to impacted Fellows to coordinate term lengths if/when these circumstances occur.
4. Participate in days of national service, including, but not limited to: Martin Luther King, Jr. Day of Service.
5. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Section I above.

### **III. Partner Requirements, Responsibilities, and Expectations**

In order to provide a clear and well-defined service experience for participating Fellows, Partner shall meet and uphold the following requirements to host a Fellow:

#### **Partner Responsibilities:**

1. Interview and select Fellows from the pool of pre-screened and qualified candidates provided by SSC staff. Partner staff must make time to meet with candidates and select Fellows who will be a good fit for the program and their site.
  - a. Cannot select SSC Fellows who are related to any employees of Partner who are in the supervision chain or would be working with the Fellow.
2. Identify one staff fellow to act as the "Site Supervisor" (SS) for the project who will act as the point person for both the Fellows and SSC staff. SS must understand and agree to follow all program requirements and expectations. Partners are responsible for communicating with their intended Site Supervisor about AmeriCorps regulations, program scope, and requirements.

3. **Follow BACR's disciplinary procedure** for the Fellow(s), if necessary, which includes verbal warnings (up to two issued by the Site Supervisor to the Fellow(s) and reported to the Regional Supervisor), a written Performance Improvement Plan signed by all Parties (includes clear expectations and consequences for improvement within a minimum of two weeks), and a final review by BACR before terminating the Fellow(s).
4. **Prohibit all forms of discrimination and harassment** based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. Partners must be free from all forms of discrimination and harassment as articulated in the [AmeriCorps Program Civil Rights and Non-Harassment Policy](#).
5. For those situations where it is determined teleservice is appropriate or when a number of a Fellow's service hours can properly be accrued through teleservice;
  - a. Teleservice is appropriate only when the activity can be meaningfully supervised and hours verified independently. Additionally, Fellows **must live within the community they are serving through teleservice**. If it is determined that Fellows will be allowed to teleserve, Partner must provide an established agreement.
    - The agreement must state that Fellows **cannot** perform teleservice full-time; only **hybrid** (part-time teleservice, part-time in-person) will be approved.
    - The agreement must specify an in-person schedule with a set location, including a minimum of one **in-person meeting per week**.
  - b. Remote service - where the Fellow **is not located** within the commuting area of the geographic community where the service is to occur and is not expected to be physically present at the service site and/or community events, is **not allowed**.
  - c. Virtual service site - organizations with no physical location are **not allowed**.
6. Provide an office location for Fellows to meet, with adequate professional workspace for at least one (1) day of on-site, in-person service each week. At a minimum, this includes a desk, workspace, computer, bathrooms, adequate break areas, a private meeting space for Regional Supervisor check-ins, and other workplace essentials for Fellows to support the intended project. Ensure that the site and workplace are accessible to individuals with disabilities if needed.
7. Provide at least one (1) specific climate action project that aligns with SSC's AmeriCorps objectives that the Fellow(s) can support and accomplish during their term of service. Initiatives must be well-defined, approved for implementation, and include specific emissions, water, waste, or energy reduction, and/or education, community outreach, or capacity-building targets.
8. Provide workplace safety training and personal protective equipment, review of emergency procedures, and safety equipment as applicable to the Fellow's service. Provide an on-site first aid kit. Provide specialized training, support, and resources for high-risk safety duties (e.g., operating equipment) or hazardous conditions. It is strongly encouraged that fellows serving with site-specific staff are trained in basic first aid and CPR. SSC will provide this training to fellows during their orientation.
9. Adhere to Cal/OSHA's [heat illness prevention standards](#) when duties and/or job worksites are outdoors.
10. Provide a site-specific email address to Fellows for communication throughout the term.

11. Must provide an average of 40 hours of project work each week throughout the program term that is focused on district climate action within the parameters of the site's approved project. **Administrative tasks are not allowed.**
12. Familiarize Fellows with the host organization's culture, resources, and project scope, including safety procedures and protocols.
13. Publicly display "AmeriCorps Member Serving Here" sign, provided physically and digitally by Program staff.
14. If Partner allows Fellows to drive vehicles owned/leased by the organization, Partner will assume liability for any auto accidents.

### **Expectations for Site Supervisors**

Site Supervisors (SS) are the primary coaches and managers for SSC Fellows throughout the program. They guide, direct, and evaluate Fellows in all service projects and professional development, and are responsible for Fellows on a day-to-day basis.

Each SS should expect to spend an average of **4 hours per month per Fellow**. With guidance from the team at BACR, each SS must commit to the following:

1. Complete a draft Scope of Work within 45 days and onboarding checklist before the Fellows' term.
2. Meet weekly with Fellows, for at least one hour, to direct their service projects. This Fellowship is a professional development program and not a job. Many Fellows are new workforce entrants with limited professional experience. Site Supervisors are strongly encouraged and may be required to meet more frequently with their Fellows, depending on the needs of each individual. Site Supervisors are expected to play an active role in each Fellow's professional development. They should expect to provide coaching throughout the term, in addition to the regular direction for service projects.
3. Complete monthly verbal reporting to BACR via Regional Supervisor check-in meetings, indicating whether progress is being made on the initiatives and how the Fellow(s) is integrating into the workplace and advancing their professional development goals.
4. Manage Fellows' service hours and timesheets, including verifying on a bi-weekly basis, with support from SSC staff.
5. Provide time for Fellows to complete all program requirements, separate from their service projects. At a minimum, this will include 170 hours of training and professional development (10% of their SSC Fellowship term), including 3-6 hours of training provided by BACR staff each month, University of California Climate Stewards coursework (or equivalent) for a total of 40-50 hours of live classes and asynchronous coursework, and other professional development training. **Monthly training provided by BACR is typically held on the second Friday of each month from 9:00 AM - 5:00 PM.** Training and professional development hours provided by BACR and Partner site cannot exceed 340 hours or 20% of their term.
6. Provide feedback on the Fellow(s)' performance: two times a year, fill out and submit an evaluation form to provide feedback on Fellow activities, performance, and professional development goals.
7. Attend all training, monthly meetings, and information sessions organized by SSC before and during the program term. At a minimum, this will include a 1-hour monthly check-in with SSC Fellows and SSC staff.



8. Commit to working with fellows to complete their timecards by the 15th and 30th of each month and approve all fellow timecards by the 16th and 1st of each month.
9. Seek opportunities to integrate Fellows' professional goals into project activities.
10. As appropriate, facilitate Fellows' transition at the end of their service term by introducing Fellows to relevant colleagues and networks.
11. **If the Site Supervisor changes during the program term, outgoing SS will complete the transfer process provided by BACR with incoming SS.**

### **Reporting and Collective Impact Responsibilities**

Support BACR's tracking and collection of project metrics by offering data on specific outcomes or greenhouse gas reduction targets;

In order to support success, realize the Fellowship's desired collective impact, and assist with demonstrating California's commitment to service, Partner shall:

1. Advance community climate goals by developing defined project scope(s) to be completed before the service term. Defined scopes shall:
  - a. Ensure service activities are consistent with the defined scope and aligned with Program goals.
  - b. Keep SSC staff apprised of project developments and/or challenges, redefine project scope(s) and goals as necessary, and specify Fellow roles in advancing projects.
  - c. Identify climate action and education or outreach targets, tracking, and reporting methods.
2. Support broader storytelling and collective impact by
  - a. Supporting any additional project reporting as requested by SSC staff.
  - b. Allowing BACR to share all reporting results with California Volunteers for required grant reporting.
  - c. Sharing climate action activities and outcomes through social media and press as appropriate and tagging BACR, Sustainability Service Corps, and CV communications teams where relevant.

### **Key Officials**

The individuals listed below are identified as key personnel considered essential to the project being performed under this Agreement.

#### **For BACR**

Job Title: Director of National Service  
Name: Adolfo Rivera  
Address: 11175 San Pablo Ave, El Cerrito, CA 94530  
Phone Contact: (510) 559-5550  
Email Contact: arivera@bayac.org

#### **For Host Agency:**

Job Title: Environmental Program Analyst  
Name: Amanda Booth  
Address: 1000 Gateway Ave, San Pablo, CA 94806

Phone Number: (510) 215-3066  
Email Contact: amandab@sanpabloca.gov

No change in key officials will be made by either BACR or Host Agency without written notification thirty (30) 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.

### **State of Emergency**

California Volunteers, Office of the Governor (CV), may declare an emergency during the Agreement. During a state-declared emergency, CV reserves the right to redirect fellow resources to support the state's disaster response and recovery efforts.

If a service activity is disrupted due to an emergency, Partner must first redirect fellows to help support state/local emergency needs identified by CV, unless such service opportunities are not available where the fellow resides.

### **Fellow Recruitment and Early Hiring Termination Penalty**

1. If Partner fails to select a Fellow from the list of applicants deemed qualified by BACR, Partner will pay BACR a \$2,500 fee. Penalty fee covers the cost of recruiting efforts by BACR and must be paid within 15 days of receipt of invoice.
2. The Parties will explore reasonable next steps for recruitment in the event that BACR is unable to place a qualified Fellow at Partner site by the final possible start date. Next steps include a shorter term of service, with corresponding lower payment amount of matching funds (dependent on availability), postponement to a future term of service, or whatever solution is deemed most beneficial to the Parties.
3. In the event that the Fellow(s) is placed 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 the term of service regardless of their start date so the cost remains the same.
4. Partner agrees not to hire the Fellow as a full-time employee until, and unless, the Fellow completes their entire term of service described in this MOU. If the Partner hires the Fellow before the end of the program year, Partner is required to pay the entirety of the cost per Fellow, as outlined in Matching Funds Enclosure. Partner will not be reimbursed for payments already made to BACR. If Partner hires the Fellow prior to the end of the term, Partner should be aware that BACR may choose to discontinue the partnership with Partner.

### **Other Requirements**

1. Not displace Partner staff or volunteers through the use of Sustainability Service Corps Fellows, nor have Sustainability Service Corps Fellows perform any services or duties that would supplant the hiring of employed workers.
2. Not offer the Sustainability Service Corps Fellow part-time work that is substantially similar to their Fellowship scope of work, nor offer them full-time employment with a start date prior to the Service Term end date.
3. If challenges arise (related to professionalism, work performance, managing expectations, etc.), provide specific written feedback to the Fellow and share it with SSC staff in a timely manner. SSC staff can then assess the challenges and intervene as needed. Partners cannot issue warnings or terminate Fellow(s). BACR, as the implementing agency, must be involved in all performance-related conversations.
4. As applicable to project activities and SSC Fellow roles, Partner is required to follow local, state and/or federal health guidelines to ensure appropriate COVID-related training, resources, and safety measures for Fellows and to avoid placing them in unsafe conditions or asking them to conduct activities without appropriate safety management protocols in place.

#### **IV. Reimbursable Expenses**

BACR does not cover expenses related to the service. All service-related expenses, including mileage expenses for SSC Fellows traveling for their regular service, are the responsibility of the Partner. Fellows must be reimbursed within 30 days of submitting a reimbursement request to the Partner.

#### **V. Non-appropriation of Funds**

This Agreement is subject to the budget and fiscal policies, regulations and practices of the federal government, and approval and appropriation of funds for this Agreement. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Partner's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

#### **VI. Mutual Indemnification**

To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party, its officers, directors, employees and agents ("Indemnitees") from and against any and all claims, demands, suits, liabilities, proceedings, actions, causes of action, losses, expenses, damages, fines, and penalties (collectively, "Claims") arising out of (a) the Indemnifying Party's breach of this Agreement; (b) violations of law by the Indemnifying Party or any of its employees and authorized agents; provided, however, that any violation of law does not arise out of any act or failure to act by the Indemnitees; and (c) the sole negligence or willful misconduct of Indemnifying Party or any of its employees and authorized agents in the performance of its duties and obligations under this Agreement.

Notwithstanding anything to the contrary in this paragraph, any obligation of the Indemnifying Party to defend, indemnify, and hold harmless the Indemnitees under this

Agreement shall be limited to amounts actually covered and paid for by the Indemnifying Party's insurance.

## **VII. Correction and Termination**

1. Either party may terminate this Agreement upon thirty (30) calendar days' written notice to the other party, with or without cause.
2. If, in BACR's reasonable discretion, Partner has failed to meet the material requirements applicable to it under this Agreement, BACR may deliver to the Partner a Letter of Corrective Action specifying (a) the deficiencies in Partner's performance, (b) the manner in which Partner shall correct such deficiencies, and (c) a reasonable period of time in which Partner shall correct such deficiencies.

If Partner has not demonstrated in writing to BACR's reasonable satisfaction, within the time period specified in the Letter of Corrective Action, that Partner has either (i) corrected the deficiencies specified in the Letter or (ii) if such correction cannot reasonably be accomplished within such time period, taken steps to correct such deficiencies as quickly as possible, BACR shall have the right to terminate this Agreement immediately upon written notice to Partner.

3. In cases where Partner's deficiencies are severe and BACR reasonably believes that urgent action is necessary, BACR may terminate this Agreement immediately upon written notice to Partner, without use of a Letter of Corrective Action.
4. The terms of this section are cumulative to any other termination right set forth in this Agreement, including but not limited to the termination provision under Section VIII (Default) below.

## **VIII. Default**

This Agreement depends upon the continued availability of funds awarded by the funder. If, for any reason, the funder fails to appropriate funds or the funds become unavailable, this Agreement will be terminated by BACR without further cause. Termination can be originated by either for cause with no less than thirty (30) days written notice of the decision to terminate. The 30-day notice may be waived in the event of extenuating circumstances that constitute grounds for immediate termination.

**If this Agreement is terminated due to Default, BACR may terminate all other Agreements with Partner without further cause.**

### Events of Default

- Failure to follow [AmeriCorps Civil Rights and Non-Harassment Policy](#).
- Requiring Fellow(s) to perform unallowed activities.
- Failure to follow guidance on the use of BACR People and Culture department for Human Resource matters.
- Incoming Site Supervisor does not follow BACR Site Supervisor transition plan.

Please see Item 11 under Expectations for Site Supervisors.

#### **IX. Publicity and Acknowledgment(s)**

Subcontractor must obtain permission from BACR at [marcom@bacr.org](mailto:marcom@bacr.org) prior to publicizing quotes, videos, pictures, and any other media associated with services performed under this Agreement or of BACR staff, volunteers, board fellows, or program participants and their families.

#### **X. Amendment**

This Agreement may be amended through writing and upon signature by an authorized representative of each of the parties hereto.

#### **XI. Entire Agreement**

This Agreement, [and any exhibits attached hereto,] is the entire, final, complete, and fully integrated agreement between BACR and Partner with respect to the subject matter hereof and supersedes any prior or other agreements and communications between BACR and Partner, whether written, oral, electronic, or otherwise.

#### **XII. Governing Law; Jurisdiction and Venue; Non-Waiver**

This Agreement shall be governed by the laws of the State of California, as applied to contracts to be performed entirely within such State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each Contractor and Subcontractor irrevocably submits to the exclusive jurisdiction of the state courts of California and to the jurisdiction of the United States District Court for the District of Northern California. Time is of the essence of this Agreement and of each and every provision hereof. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

#### **XIII. Assignment**

This Agreement and each of the rights and duties hereunder may not be assigned, in whole or in part, by either party, without the express written consent of the other party, which consent may be withheld for any reason.

#### **XIV. Attorney's Fees**

In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

#### **XV. Force Majeure**

Neither party shall be liable for the failure or delay in performance of its obligations under

this agreement if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected and occurs without the party's fault or negligence. Force majeure may include, but is not limited to, acts of nature, acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee School's charter petition) not related to breach of any legal or regulatory obligation by either party, fire, earthquake, strike, lockout, civil disorder, war or commandeering by any agency of government, epidemics, and quarantine restrictions.

Partner and BACR shall work cooperatively to address any issues of force majeure that result in the inability to operate the SSC Fellowship.

## **XVI. Term of the Agreement**

The term of this Agreement shall commence on **October 01, 2025, and end on September 30, 2026**, unless sooner terminated in accordance with the terms hereof.

## **XVII. CONCLUSION**

In Witness Whereof, the parties signify and approve their agreement:

Signatory:

DATED:

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Matt Rodriguez  
City Manager

Approved as to Form for City of San Pablo:

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Brian P. Hickey  
City Attorney

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Date

Attest:

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Dorothy Gantt  
City Clerk

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Date

Implementing Agency:  
DATED:

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Adolfo Rivera  
Director, National Service Programs  
Bay Area Community Resources

### **MATCHING FUNDS**

PARTNER will provide BACR with \$31,000 per Fellow, also known as the "Host Agency Match." PARTNER will receive an invoice one (1) month prior to the scheduled payment date of the matching funds. Timely payments of invoices are required. Failure to pay invoices will result in a re-evaluation of the partnership, and if payment cannot be resolved, the cancellation of Fellow placements at the Partner site.

**Total amount in matching funds required is \$31,000.00** (see calculation below)

Total number of Fellows: (1)

(1) x \$31,000 =\$31,000.00

**PARTNER payment will be made according to the following schedule.**

Payment #	Due Date	Amount
#1	November 30, 2025	\$15,500.00 - (50%)
#2	January 31, 2026	\$7,750.00 - (25%)
#3	March 31, 2026	\$7,750.00 - (25%)

Matching payments are required by California Volunteers and are used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs.

### **Refund Procedure**

In the event that the Fellow(s) leave the program for any reason aside from being offered employment by the Host Agency prior to the end date in the Fellow's contract (i.e. Member Service Agreement), a prorated amount will be issued for match funds up until

April 30, 2026. All Host Agency match funds will have been absorbed by the program by April 30, 2026, so no prorated amount will be issued after that date.

Prorated amounts are determined by the following equation:

Total # of stipends received by Fellow divided by the total # of stipends for the term (22). Multiply by \$31,000 and then subtract the total amount of Partner match paid to date. In some cases, the Partner may be asked to pay BACR additional matching funds to cover the stipends already awarded to Fellow that were not covered in the payment installments to date.

**Signatory:**

**DATED:**