LETTER OF AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS & MARC LITCHMAN

AUGUST 5, 2016

1. It is agreed that MARC LITCHMAN will provide consulting services to GATEWAY CITIES COUNCIL OF GOVERNMENTS (COG) for $15,000.00

2. These Services include: develop and implement a social media and website campaign to inform citizens about transit funding and program operation.

3. As compensation for Services under this Agreement, COG agrees to pay LITCHMAN $5,000 on September, October and November 1, 2016

4. This Letter of Agreement will take effect Friday, August 5, 2016.

5. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

7. This Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Agreement or any matter arising there from shall be maintained exclusively in the Superior Court in the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.

8. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.

9. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
10. The individuals executing this Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.

11. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from LITCHMAN to COG shall be addressed to:

Richard Powers, Executive Director
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

B. All notices, demands, requests or approvals from COG to LITCHMAN shall be addressed to:

MARC LITCHMAN
12400 Ventura Blvd. #363
Studio City, CA 91604

Name

Date

August 5, 2016

RICHARD R. POWERS, EXECUTIVE DIRECTOR
August 5, 2016

Gateway Cities Council of Governments
Mr. Richard Powers
Executive Director
16401 Paramount Boulevard
Paramount, CA 90723

Mr. Powers,

Godbe Research is pleased to be working with the Gateway Cities Council of Governments (Gateway COG) on a survey of residents within its member cities. The survey will be conducted via a hybrid Internet and telephone survey process with an option for interviews to be conducted in both English and Spanish. This letter of agreement, the attached standard business terms, and project cost options will serve as the agreement for services outlined in this document for the project once signed by both parties.

1. One-in person meeting and conference calls, as needed, with the Gateway COG and other project stakeholders to discuss the research objectives of the survey, questionnaire design, and related topics.
2. Drafting, refining, and pre-testing a survey instrument of between 18 to 20-minutes in length, to accomplish the goals of the survey, including ensuring that the survey is compatible for both Internet and telephone survey formats.
3. Purchasing a listed sample of residents and stratifying the sample according the research objectives for the study. The sample will be developed to leverage Internet and telephone survey modalities.
4. Programming, testing & hosting the Internet version of the survey for residents with known email addresses in our sampling frame.
5. Pre-testing and Computer Aided Telephone Interviewing (CATI) programming the telephone version of the survey instrument for efficient data collection.
6. Optional translation of the survey into Spanish and providing Spanish-language interviewing for up to 100 total interviews.
7. Recruitment of residents in our sampling design via an email recruitment process, then conducting a follow-up telephone version of the survey designed to collect 1,000 (n=1,000) total interviews (Internet and telephone) for the survey process.
8. Merging the data files (Internet and telephone), and processing the data collected according to strict quality control standards.
9. Providing the Gateway COG with a topline report of initial findings and meeting to review the initial survey findings.
10. Producing a summary report of findings, with complete crosstabulations for the Gateway COG for the survey process.
11. Presenting the results of the survey to the Gateway COG once the summary report has been delivered.

Godbe

Gateway COG
12. On-going post-survey consulting with Gateway COG regarding results and recommendations from the survey.

Given the rush nature of this survey project, one hundred percent (100%) of the total project amount will be billed once we've had the project kick-off meeting or have begun working on the survey questionnaire, with the payment due Net 15.

Sincerely:

Charles Hester
Vice President
Godbé Research

Date: 8/8/16

Agreed and Accepted By:

Mr. Richard Powers
Executive Director
Gateway Council of Governments

Date: 8/5/2016
VIII. REPORTS
ITEM A
Citrus Pest & Disease Prevention Program – Presentation by Ken Pellman, County Department of Agriculture Commissioner and Paul Worlie, Citrus Pest & Disease Prevention Program
Overview
The Asian citrus psyllid, which has been detected in Southern and Central California, can carry one of the most devastating citrus diseases in the world – Huanglongbing (HLB), also known as citrus greening disease. The citrus industry and agricultural officials are waging a war to save California’s citrus after HLB was discovered in a residential area of Los Angeles.

While not harmful to human health, HLB is fatal to citrus trees and threatens the state’s $2 billion industry. Trees infected with HLB will produce bitter, hard and misshapen fruit, and ultimately die.

The economic consequences of the Asian citrus psyllid and HLB in California could be staggering. For example, a 2012 study by the University of Florida indicated the Florida economy has suffered an estimated $3.63 billion in lost revenues and 6,611 jobs due to this devastating pest and the disease it can spread. Based on the lessons learned in Florida, one of the best ways to protect against HLB is to control the spread of the pest.

The Citrus Pest & Disease Prevention Program is determined to prevent Florida's citrus epidemic from happening in California. As such, the Citrus Pest & Disease Prevention Program wants to ensure local government officials are informed about the issue and are prepared to answer questions from residents and/or direct them to accurate sources of information. The best source for immediate information is CaliforniaCitrusThreat.org.

Citrus Industry and Government Action
California’s citrus industry has been working closely with federal, state and local officials to detect and suppress the spread of the Asian citrus psyllid and HLB.

• In 2009, AB 281 (De Leon) established the Citrus Pest & Disease Prevention Committee (CPDPC), an industry-funded program to assist in combating citrus-specific diseases, vectors and pests, when found in California.

• A major public outreach campaign involving state and federal entities and the citrus industry is taking place throughout California. Citizens are being asked to inspect their citrus trees monthly and if the Asian citrus psyllid is found, contact the California Department of Food and Agriculture (CDFA) hotline at 1-800-491-1899.
• Mitigation steps, such as quarantine or restricted area designations and treatment programs, are being employed in high-priority areas where the Asian citrus psyllid is detected.

• CDFA is placing traps around California in residential areas to detect and react to the spread of the Asian citrus psyllid and HLB. Should a psyllid be found in a residential tree within high-priority areas, CDFA will treat the tree and surrounding trees in the area. If HLB is detected, the tree must be removed so psyllids cannot transmit the disease to nearby trees.

• The citrus industry, the United States Department of Agriculture and CDFA are working together to suppress the spread of the psyllid and will continue efforts to save California’s $2 billion citrus industry and 20,000 jobs.

The Role of Local Government to Slow the Spread of ACP & HLB: Keep Constituents Informed

• Add the Citrus Pest & Disease Prevention Program link to your website:
  – English – CaliforniaCitrusThreat.org
  – Spanish – PeligranCitricosEnCalifornia.com

• Provide Citrus Pest & Disease Prevention Program education materials at city hall and other locations where residents can access information, such as farmer’s markets.

• Send out Citrus Pest & Disease Prevention Program Asian citrus psyllid and HLB information to email distribution lists and include it in newsletters.

• Stay informed – Follow the Citrus Pest & Disease Prevention Program on Facebook and Twitter, and share important updates with constituents.
  – Twitter.com/CitrusThreat
  – Facebook.com/CaliforniaCitrusThreat

• Run the Asian citrus psyllid awareness Public Service Announcement (PSA) on your city or county television network, or upload to your YouTube account. Please contact Katie Rowland at (619) 296-0605 or kr@nstpr.com to obtain the PSA.

What can Residents do to Protect Their Citrus Trees?

Residents can help save backyard citrus in California by following these important tips:

• **Don’t move citrus** — Do not move citrus plants, plant material or fruit in or out of quarantine areas, or across state or international borders.

• **Inspect your trees** — Inspect your citrus trees monthly, and whenever watering, spraying, pruning or tending trees, for signs of HLB and the psyllid.

• **Plant responsibly** — Plant trees from reputable, licensed California nurseries.

• **Talk to your local nursery** — Ask about products that are available to help stop the Asian citrus psyllid.

• **Graft with care** — Use only registered budwood that comes with source documentation.

• **Cooperate** — Cooperate with agriculture officials on detection and suppression efforts of the Asian citrus psyllid and HLB.
VIII. REPORTS
ITEM D
Nomination of a Community Member to the Metro Gateway Cities Service Council
TO:            Board of Directors  
FROM:         Transportation Committee  
SUBJECT:      Nomination of a Community Member to the Metro Gateway Cities Service Council

Background

In September 2002, the Los Angeles County Metropolitan Transportation Authority (MTA) Board of Directors adopted a policy for the establishment of Service Councils for its newly created service sectors. One of the five sectors coincide almost exactly with the Gateway Cities COG territory. The COG requested and received recognition as the convening coalition charged with nominating Service Council members.

At this time, the seat for one vacancy held by a member of the community will be filled.

Issue

In accordance with the policy and procedures, applications for transit consumer positions were accepted from July 1, 2016 through August 15, 2016. The vacancy was announced on the COG website, the MTA website, by newspaper advertising and by personal contact. One application was received from Joseph Strapac. Mr. Strapac will replace Thomas Martin and complete the term of his service expiring June 30, 2017.

In accordance with the COG procedure for filling this vacancy, the Transportation Committee will review the application and forward their recommendation verbally to the Board at the meeting.

Attachment

- Gateway Cities MTA Service Council Nominating Policy and Procedure  
- Applications

Recommended Action

It is recommended that the Board of Directors approve the recommendation of the Transportation Committee and direct staff to submit the Board’s nominations to the MTA Board of Directors for final approval.
Attachment 1

Gateway Cities MTA Service Council
Nominating Policy and Procedure
As amended June 1, 2005

Council composition
The Council was initiated with seven members including a majority of public transit users and not to exceed three (3) elected officials. The COG (acting as the convening coalition) exercised the right to expand the Council to nine (9) members on June 1, 2005. These nine (9) members shall include a majority of public transit users and not exceed four (4) elected officials.

Nomination procedure
When one or more vacancies occur, it will be determined how many of the vacancies may be held by elected officials. For elected official vacancies, if any, all applications received will be compiled and forwarded to the COG Board of Directors for its decision. For non-elected official vacancies, if any, all applications will be reviewed by the MTA Sector Subcommittee of the Transportation Committee after all elected official vacancies have been decided. The Subcommittee will recommend candidates for each vacancy to the Board of Directors for nomination to the Sector Council. All of the Board of Director's nominations will be forwarded to the MTA Board of Directors for its review and approval. In selecting among the applicants, the Subcommittee will strive for diversity of perspectives, expertise, geographic representation, and transit use including consideration of populations with special transit needs such as the elderly and the disabled.

III. Outreach
Applications will be accepted for a minimum period of three weeks. Notice of available applications will posted on the COG website and mailed to all mayors, councilmembers, county supervisors, city managers and municipal transit providers in the Sector area as well as the Gateway Cities Partnership. A press release will also be issued.
Metro Gateway Cities Service Council
Membership Application

Meetings are held the 2nd Thursday of the month at 6:00 PM
Location: Salt Lake Park in Huntington Park
Address: 3401 East Florence Avenue
Meeting Duration: 1 - 1½ Hours

Return completed and signed application to gcisneros@gatewaycog.org.

to: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Ph. 562-663-6850; FAX 562-634-8216

Name ____________________________

Home address P.O. Box 1539 (17636½ Virginia)
City Bellflower Telephone 562 867-6019

Email ____________________________

Work address ____________________________
City ____________________________ Telephone 562 867-6019
Occupation Publisher

A. Please tell us why you are interested in serving on the Service Council.

Lifelong interest in transportation
Taught high school civics for many years
Adjunct faculty in Transportation - Cal State U, L.A.
Long-time resident of S.E. LA county - familiar with conditions here.
Desire to perform a public service beyond letter-writing to the Times!

B. Describe your use of public transit.

By last count, I had 3 TAP cards!
Consulting and business meetings in L.A. via Blue/Red Lines
Former Metrolink commuter
C. What special perspectives, skills or expertise would you bring to the council?

Extensive knowledge of transportation operations & history
Author and publisher: Google my name or see my website:
www.shadetreebooks.com
Many years of communicating—meeting facilitator
Taught high school in Compton and adults in Bellflower, Downey, and ABC

If additional space is needed for questions A, B or C, you may attach ONE additional piece of paper

References:

Please provide the names and daytime phone numbers of three persons who can discuss your knowledge of and commitment to public transit and/or your ability to participate constructively in a group decision making process:

(1) Name David Cascio Phone 626 456-3519
(2) Name Bruce Heard—Bruce Adams Phone 909 792-6469
(3) Name Stuart Forsyth Phone 619 892-2085

Statement of interest and eligibility

I, Joseph A. Stragge, declare my interest and ability to serve on the Gateway Cities Service Council of the Los Angeles County Metropolitan Transportation Authority (MTA). I affirm that:

- I live and/or work in the Gateway Cities Service Area.
- I am not an employee of the MTA.
- I am available and will to the fullest extent possible attend an anticipated one Council meeting each month, in addition to a limited number of special meetings as needed.
- I have reviewed the MTA Board of Directors Code of Conduct, including but not limited to information about gifts, contracting and business interests, and I will abide by the Code. Note: the Board of Directors Code of Conduct may be reviewed at the offices of the MTA, the offices of the Gateway Cities COG or on the MTA website at www.mta.net/other_info/ethics/codes/codes_default.htm

Signature

Date
VIII. REPORTS
ITEM E
Consideration of Gateway Cities COG
Sharing the Cost of a CivicSpark Fellow to Assist in Climate Planning
TO: Board of Directors
FROM: Richard Powers, Executive Director
BY: Nancy Pfeffer, Director of Regional Planning
SUBJECT: Consideration of Gateway Cities COG Sharing the Cost of a CivicSpark Fellow to Assist in Climate Planning

Background
California has been a national leader in adopting climate change legislation and policy. Our state has established greenhouse gas (GHG) emission reduction goals for 2020, 2050, and, in recent legislation, 2030. According to the state’s Local Government page on the climate change website, “the initial [2008 climate change] Scoping Plan called for local governments to set municipal and communitywide GHG reduction targets of 15 percent below then-current levels by 2020, to coincide with the statewide limit. As California continues to build its climate policy framework, there is a need for local government climate action planning to adopt mid-term and long-term reduction targets.”

Issue
While many cities and counties around the state have been engaged in climate planning, the Gateway Cities generally have not done so. Some California cities have availed themselves of a program established by the Local Government Commission called CivicSpark. CivicSpark is Governor Brown’s Initiative AmeriCorps program dedicated to building capacity for local governments to address climate change.

The COG has the opportunity to share in the engagement of a CivicSpark fellow who could assist the Gateway Cities in addressing GHG emissions. SoCalGas will fund one-half of the cost of an 11-month placement for a fellow to be housed at the City of Norwalk. With the COG’s support for the other half of the cost, the fellow would provide services to both the City and to the COG member jurisdictions, such as described below:

- Assist the COG staff in development of a potential COG-wide Climate Action Planning Framework from which member jurisdictions could prepare localized Climate Action Plans.
- Research and prepare methods suitable for use by COG staff to quantify GHG emission reductions from COG projects, especially from transportation and housing projects and associated strategies (including complete streets, active transportation, urban greening, water and energy conservation, etc.).
- Assist the COG staff as directed in quantifying emissions reductions from COG projects.
- Other COG-related sustainability efforts as assigned.
The COG’s share of the cost would be $12,700 for the 11-month placement. The efforts of this fellow will help to better position the COG’s member jurisdictions to access cap and trade and other types of sustainability funding. If approved, this expenditure would entail the COG entering into the attached CivicSpark Service Agreement as a Project Partner. The fellow would begin service in November 2016.

**Recommended Action**

Approve the COG sharing the cost of a CivicSpark fellow to assist in climate planning.

**Attachments**

- CivicSpark Program Brochure
- CivicSpark Service Agreement
What is CivicSpark?

CivicSpark is Governor Brown’s Initiative AmeriCorps program dedicated to building capacity for local governments to address climate change. CivicSpark is managed by the Local Government Commission in partnership with the Governor’s Office of Planning and Research.

CivicSpark fellows serve for 11 months, implementing important climate change mitigation and adaptation projects throughout the state of California. Fellows have the opportunity to gain valuable experience in the sustainability field, build professional skills, and develop a strong network while creating a lasting difference in local communities.

Our Model

Gap Assessments
Fellow interviews staff and reviews key documents to determine current climate change needs and to finalize the project scope.

Volunteer Engagement
In parallel with their service project, the fellow supports increased volunteerism for climate action in the region.

Service Projects
Based on the gap assessment results, the fellow implements a specific research, planning, or implementation project.

Transitioning Expertise
Each service year concludes with the fellow providing training to staff and/or by sharing results with key stakeholders to sustain progress.

Our Impact

CivicSpark’s inaugural cohort of fellows provided over 62,000 hours of service to California’s communities, implementing 37 targeted projects to support 88 local government agencies, 50% of which are “high-need” communities, and reaching over 2,500 community members, including residents, business owners, and the general public. CivicSpark fellows supported a wide range of actions - developing, conducting, and organizing:

- 8 climate or energy action plans
- 100 energy assessment reports
- 17 climate action policies
- 10 vulnerability assessments
- 12 greenhouse gas inventories
- 31 community workshops
- 4 energy benchmarking assessments

The program leveraged $1 million in local matching funds statewide, and received 5 applications for each open position in year one and over 6 applications per position in year two.

“Without CivicSpark, our City would not be able to effectively implement our Climate Action Plan.”
Central Coast Project Partner

“Our CivicSpark fellows have brought a fresh perspective on how we engage the community energy planning in the Sierra Nevada, and they are not short on ambition.”
Sierra Nevada Project Partner
Some of Our Projects

Climate Change

**Climate Action Plan Implementation:**
Implementing Climate Action Plan measures in Emeryville, Hayward, Santa Monica, Piedmont, Union City, Walnut Creek, the Sierra Nevadas, Los Angeles County, Merced County, San Luis Obispo County, and Santa Barbara County.

**Local Government Climate Action Efforts:**
Developing a statewide climate action database to support local climate action research and local government policymaking.

Water

**Building Community Resilience to Climate Change Impacts:**
Assisting Water LA’s science lead in the department of bio-diverse landscape plan templates and supporting program-related policy efforts to adapt existing street tree and parkway plan.

**Regional Resiliency in the Sierras:**
Supporting water/energy system improvements and providing drought training for local government staff to support water-related resiliency initiatives in the region.

Transportation

**Regional EV and Fuel Cells:**
Supporting the accelerated adoption of electric vehicles and other alternative vehicle fuels to develop a robust market for alternative fuels in the broader North Coast region.

**High Speed Rail Vulnerability Assessment:**
Identifying specific climate risks and performing a quantitative assessment of the impacts on high-speed rail assets and future operations.

Our Success Stories

![Diagram]

Los Angeles CivicSpark fellows developed a **Water Conservation Cost-Benefit Analysis Tool.**

The tool helped **identify and prioritize potential water saving opportunities** at county facilities.

**Results**

Resulted in total potential savings of **195-280 million gallons of water** annually, **$1.7 million** in avoided costs, and **300 MTCO2e of GHG emissions reductions** annually.

Southern California CivicSpark fellows developed the **Energy Assessment Screening for Your Home (EASY)** program for residents in the San Gabriel Valley

**Approach**

This no-cost program helps residents **identify ways to make their homes more efficient.**

**Benefits**

Completed **70 energy assessments** in 17 cities, organized **25 formal presentations and workshops**, and reached over **1,700 residents** through public events.

Contact

Kristen Wraith
CivicSpark Project Manager
Local Government Commission
kwraith@lgc.org  |  916-448-1198 x309

www.civicspark.lgc.org
CivicSpark helps local governments build their climate response capacity by working directly with local staff or in the community on projects that address their larger climate action goals. Local government agencies or non-governmental organizations can contract directly with LGC for CivicSpark fellows to support projects and programs as long as they have a local government connection.

CivicSpark operates out of 8 regional hubs. Each team includes 3-7 CivicSpark fellows selected through a highly competitive, national application process, and a part-time experienced coordinator who provides 1,000 hours of team training and supervision and acts as a local liaison, project advisor and mentor.

CivicSpark fellows have at least a bachelor’s degree in a relevant field, and will typically have workplace and community service experience. Each fellow serves for 1,700 hours with 1,300 of these hours dedicated to implementing projects, and the remainder dedicated to professional development and broader community service.

### Eligibility

All projects must involve specific local government agencies, and CivicSpark can only serve those agencies that demonstrate a “capacity need,” which is defined as the absence of at least one of the following elements:

- A full-time dedicated sustainability staff.
- A formally adopted Climate Action Plan.
- Specific formal mechanisms to annually track and report on climate-action progress.
- All projects must be a minimum of 200 hours.

Statewide, we also want at least 50% of the local governments served to be “high need” in terms of climate capacity.

### Application and Startup Process

1. **Initial Project Application**
   - Provide basic project details.
   - Include information about local government(s) receiving services.

2. **Service Agreement**
   - Describe project scope.
   - Set project hours and total cost.

3. **Pre-Service Capacity Survey**
   - Survey of climate issues and understanding in the community.
   - Define goals for project.

4. **Gap Assessment**
   - Fellow reviews key documents.
   - Local agency contact meets with fellow to finalize goals and define volunteer and transitional strategies.

### Project Costing

CivicSpark is funded in part by the Corporation for National and Community Service, however, participation in CivicSpark requires a fiscal contribution from project partners. Projects are defined for a fixed term that allows the fellows to dedicate their attention and time to a specific project. The chart below describes pricing for projects of differing sizes, duration, and associated resources.

<table>
<thead>
<tr>
<th></th>
<th>3 months (325 project hours)</th>
<th>6 months (650 project hours)</th>
<th>11 months (1,300 project hours)</th>
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<tr>
<td><strong>Cost</strong></td>
<td>$6,500</td>
<td>$12,350</td>
<td>$23,400</td>
</tr>
<tr>
<td><strong>Rate</strong></td>
<td>$20/hour</td>
<td>$19/hour (5% discount)</td>
<td>$18/hour (10% discount)</td>
</tr>
<tr>
<td><strong>Additional Benefits</strong></td>
<td>• 10-20 additional project-prep hours&lt;br&gt;• Up to $100 in project-related travel covered</td>
<td>• 20-40 additional project-prep hours&lt;br&gt;• Up to $200 in project-related travel covered</td>
<td>• 40-80 additional project-prep hours&lt;br&gt;• Up to $400 in project-related travel covered</td>
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Learn more at [www.civicspark.lgc.org/join-civicspark/project](http://www.civicspark.lgc.org/join-civicspark/project).
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of ____________ by and between ________________ ("Partner") and the Local Government Commission ("LGC").

RECITALS

A. Partner desires to engage LGC to provide certain services through the CivicSpark program.
B. CivicSpark is a federally funded AmeriCorps program operated by LGC, in which LGC recruits, hires, and supervises emerging professionals.
C. The CivicSpark Program provides climate change capacity building services to local governments in California through project implementation activities performed by LGC teams; LGC staff and CivicSpark Fellows (Fellows). Fellows can only work on contracted and allowable service activities (Exhibit “A”). CivicSpark will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff.
D. LGC desires to provide those services and to be compensated accordingly.
E. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

AGREEMENT

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

1. Appointment. The Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit ‘B’, "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

The Partner also agrees to the responsibilities and roles as described in Exhibit “C”, as they relate to the Partner’s participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "B" or responsibilities in Exhibit “C” 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." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by Partner.

2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.

3. Consulting Fee; Reimbursable Expenses.
(a) The Partner shall pay LGC a fee for the services provided, as described in Exhibit "D," "Description of Compensation," attached hereto.

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

4. **Term.** The term of this Agreement shall commence and LGC’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”. This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC. This agreement may be terminated at anytime by either party for good cause. This agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

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

6. **Independent Contractor.** It is the intent of the parties that LGC is and shall remain an independent contractor, and LGC shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to LGC, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

7. **Insurance.** LGC agrees to maintain: (1) commercial general liability insurance with minimum limits of $1,000,000, written on an occurrence form basis, 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 Consultant’s Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of $1,000,000; (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, LGC shall provide a certificate of said insurance and an additional insured endorsement to the Partner within 10 days of the execution of this Agreement.

8. **Limitation of Liability.** With regard to the services to be performed by the LGC pursuant to the terms of this Agreement, the LGC shall not be liable to the Partner, or to anyone who may claim any right due to LGC's relationship with the Partner for any acts or omissions in the performance of said services on the part of the LGC, except when said acts or omissions are the result of any willful misconduct by LGC. Partner shall hold the LGC free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising out of the services rendered to the Partner.
pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct of the LGC.

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

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

To the Partner:

<table>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Partner Name</td>
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To LGC:

Linda Cloud
Local Government Commission
980 9th Street, Suite 1700
Sacramento, CA 95814-2736
916-448-1198
916-448-8246 fax
lcloud@lgc.org

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

11. 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.

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

13. 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.

14. **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.

15. **Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

16. **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.

17. **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.

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

DATED:


PARTNER

DATED:

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION
Exhibit “A” Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service. These performance measures define how CivicSpark will provide service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. The project scope in exhibit A must align with the measures below:

1) **Capacity Building for Local Governments** – Fellow’s direct service hours should be spent building capacity for local government beneficiaries to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.

2) **Volunteer Engagement** – All Fellows should have the opportunity to build further capacity for local governments by engaging, recruiting, and supporting volunteers. Volunteers may be engaged only one-time, (e.g. – volunteers to assist for a specific event such as Earth Day or service activities), or on-going, such as interns.

3) **Training and Professional Development for Fellows** – Fellows can spend up to 20% of their 1700-hour service year on training. Training includes the 2-week intensive orientation at the start of the service year, 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 sustainability work.

The majority of direct service portion of the work provided by CivicSpark to local governments only involves the first two measures. The third measure is realized principally through training and professional development activities provided by LGC to Fellows. Some activities that occur while working with local governments may be considered training and professional development such as networking events and trainings that might be hosted by the local government.

In addition to only working on contracted performance measure service activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors or Fellows may not engage in the following activities (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