

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“Amendment”) is made and entered into as of September 1, 2022 (“Effective Date”) by and between City of Richmond (“Partner”) and CivicWell (formerly the Local Government Commission), a California nonprofit public benefit corporation.

RECITALS

- A. WHEREAS, the Partner and CivicWell have entered into the Agreement (as defined below); and
- B. WHEREAS, the Partner and CivicWell desire to modify the Agreement on the terms and conditions set forth herein to update contractual clauses.

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

AGREEMENT

- 1. **Agreement.** Refers to the Agreement for Services of Independent Contractor dated _____ between the Partner and CivicWell.
- 2. **Definitions.** Defined terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
- 3. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Exhibit B - Scope of Services.** Exhibit B – Scope of Services, Item 3 is hereby added:

Project Specific Scope of Work

- a. Project Specific Scope of Work a) The City of Richmond provides CivicSpark members an opportunity to complete projects within an 11-month time frame and a significantly contribute to advancing the City's Climate Action Plan and Health in All Policy goals. The City of Richmond seeks to hire two CivicSpark members that will be focused on Climate Action planning and implementation. Both CivicSpark Fellows will assist with the Climate Action Plan update. One CivicSpark Fellow will focus on 1) the continued development of the City’s Climate Action Plan open data platform on Transparent Richmond (www.transparentrichmond.org); and 2) implementation of renewable energy and zero net energy initiatives included in the Richmond Climate Action Plan. The project will interface with the public and decision makers by leveraging and integrating the City's existing software systems with the City's Climate Action Plan dashboard utilizing application programming interface tools.

The second CivicSpark fellow will focus on 1) Assisting in the implementation of zero waste programs with residents, businesses, and governmental facilities included in the Climate Action Plan; and 2) implementation and update of city policies related to SB 1383. This project will interface with the public through educational outreach and the

Transparent Richmond dashboard as well as decision makers to update necessary city documents.

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

b. Exhibit D - Compensation. Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to read as follows:

First Amendment to the contract with CivicWell will be for two fellows during the FY 2022-23 CivicSpark term increasing the contact amount by \$63,000 for a total contract amount not to exceed \$120,000 with a new Agreement expiration term of December 31, 2023.

Exhibit D – Compensation, Paragraph 4 is hereby amended in its entirety to read as follows:

Installment Billing

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

c. Exhibit F – Timeline. Exhibit F – Timeline, is hereby amended in its entirety to read as follows:

All tasks enumerated in Exhibit B – Scope of Services should be completed by December 31, 2023.

- 4. Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail. Except as modified by this Amendment, all provisions of the Agreement remain in full force and effect and are reaffirmed.
- 5. Entire Agreement; Amendment.** This Amendment, together with the Agreement, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and this Amendment. No provision of this Amendment may not be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Dated as of the Effective Date set forth above.

PARTNER:

City of Richmond, California

By

Thomas K. Butt, Mayor

CIVICWELL;

CIVICWELL, a California nonprofit public
benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer