

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (“Agreement”) is made and entered into as of July (“Effective Date”) by and between City of Richmond, (“Partner”) and CivicWell (formerly, Local Government Commission), a California nonprofit public benefit corporation.

RECITALS

- A. CivicWell administers the CivicSpark program as part of the federal AmeriCorps program. The CivicSpark Program provides capacity building services to local organizations through project implementation activities performed by CivicWell teams, CivicWell staff and CivicSpark Fellows (“Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.
- B. Partner desires to engage CivicWell to provide certain services through the CivicSpark program. CivicWell desires to provide those services and to be compensated accordingly.
- C. Partner and CivicWell enter into this Agreement in order to memorialize the terms concerning CivicWell's performance of the services and Partner's obligations with respect thereto.

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

AGREEMENT

- 1. CivicWell’s Scope of Services. During the term of this Agreement, CivicWell agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.
- 2. Partner’s Responsibilities. During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.
- 3. Compensation.

For the Services provided by CivicWell under this Agreement, Partner shall pay CivicWell the compensation set forth in Exhibit D - Compensation, attached hereto and incorporated herein.

- 4. Term. The term of this Agreement shall commence and CivicWell'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 E (“Term”). This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to CivicWell.
- 5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or

Richmond, CA 94804
(510) 621-1718
Denee.evans@ci.richmond.ca.us

To CivicWell: Lare Bloodworth
CivicWell
PO Box 188800
Sacramento, CA 95818
916-448-1198 x302
916-448-8246 fax
lbloodworth@civicwell.org

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

12. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any suit, action or legal proceeding arising out of this Agreement shall be submitted to a state or federal court sitting in Contra Costa County, California, which will have exclusive jurisdiction and venue over the dispute and to which jurisdiction the parties irrevocably submit.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

16. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

19. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this

Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date set forth above.

PARTNER:

City of Richmond

By _____
Eduardo Martinez, Mayor

CIVICWELL:

CIVICWELL, a California nonprofit public benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer

Exhibit A
Contracted Performance Measures and Policies

CivicWell has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measures are predominantly met through training, service and professional development activities provided to the Fellows by CivicWell. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

8. Providing a direct benefit to—
 - (1) A business organized for profit;
 - (2) A labor union;
 - (3) A partisan political organization;
 - (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and CivicWell policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

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

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f))

- (1) Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- (2) Nondisplacement.
 - (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
 - (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
 - (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 - (iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - (v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
- i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

Non-Harassment and Civil Rights Policy:



Program Non-Harassment and Civil Rights Policy – March 18, 2021

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or eo@cns.gov.

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

A handwritten signature in black ink that reads "Mal Coles".

Mal Coles
Acting Chief Executive Officer
AmeriCorps



Exhibit B

Scope of Services

CivicWell will perform the following services:

- 1) General Program Responsibilities
 - a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
 - b. Recruit and train Fellows to provide capacity building services for the region.
 - c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
 - d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
 - e. Manage local government beneficiary and/or other partner service contracts.
 - f. Share outcomes from service with Partner.
 - g. Provide membership to CivicWell's national network for an additional fee, if desired. As a CivicWell member, you will have access to our wider organization's direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.
- 2) Fellow Responsibilities
 - a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
 - b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
 - c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
 - d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
 - e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
 - f. Avoid participation in prohibited activities.
 - g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
 - h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
- 4) The overarching goals for the Civic Spark Fellows are as follows:
 - a. Program Education and Community Outreach
 - i. In support of the Transportation Division, the fellows will support education, marketing, and community outreach regarding the various mobility services available.
 - ii. Will assist with the development and adoption of a city electrification plan.
 - b. Gathering and Dissemination of Information
 - i. In support of developing a citywide electrification plan, the Fellow will support conducting surveys and gathering information to encourage the use of alternative clean energy solutions.
 - c. Marketing and Enhanced Public Access to City Program Information
 - d. 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.

Exhibit C
Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff.
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
 - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed.
 1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
 2. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
 - (d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
 - (f) Keep Regional Coordinators and/or other CivicWell staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
 - (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with CivicWell staff in a timely manner so CivicWell staff can assess the challenges and intervene as needed.
 - (h) Assist with occasional site visits to Partner by CivicWell staff.
 - (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
 - (j) Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such

circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.

- (2) Reporting Responsibilities
- (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 - 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 - 2. Specific eligibility requirements are provided here:
<https://civicspark.civicwell.org/partnership-opportunities/>
 - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
 - (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (d) Submit Fellow performance assessments on time, as described above.
 - (e) Complete any additional project reporting defined as necessary.
 - (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

**Exhibit D
Compensation**

Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

CivicWell will receive no more than \$62,000, for #2 Fellow(s) for performing the services set forth in this Agreement..

	Per Fellow Benefits
Costs	\$31,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.
CivicWell Membership	\$500 (existing city membership billed separately)

Except for activities associated with CivicWell membership, work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

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.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with CivicWell staff, etc.).

Exhibit E
Timeline

All tasks enumerated in Exhibit B – Scope of Services are to start on September 12, 2023 and should be completed by December 31, 2024.

Exhibit F
Insurance Requirements

Please refer to the City of Richmond – Insurance Requirements – Type 2: Professional Services