

SECOND AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“Amendment”) is made and entered into as of January 1, 2024 (“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 first modified the Agreement on the terms and conditions September 1, 2022; and
- C. WHEREAS, the Partner and CivicWell desire to modify the Agreement a second time 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 September 1, 2021, 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. **Amendments to the Agreement.** The Agreement is amended as follows:
 - a. The following is added to the end of Section 4. Term: –

This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days’ written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner’s failure to pay CivicWell any compensation due within 30 days after written demand for payment; (b) CivicWell’s failure to perform the Services as provided in this Agreement; (c) Partner offering employment to the Fellow that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date as described in Exhibit C(1)(j); or (d) either party’s material breach of any representation or agreement contained in this Agreement.

b. The following is added to the end of Section 10. Notices:

To CivicWell: Michele Warren
CivicWell
PO Box 188800
Sacramento, CA 95818
916-448-1198 x308
916-448-8246 fax
mwarren@civicwell.org

c. Exhibit B - Scope of Services. Exhibit B – Scope of Services, Item 3 is added to read as follows:

General Program Responsibilities

- a. 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.

Project Specific Scope of Work

- a. The City of Richmond provides CivicSpark members an opportunity to complete projects within the service term and 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 monitoring and implementing both City documents. Both CivicSpark Fellow will focus on the continued development of the City’s Climate Action Plan open data platform on Transparent Richmond (www.transparentrichmond.org).
 - i. The first fellow will focus on 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.
 - ii. The second fellow will focus on assisting in the implementation of zero waste programs with residents, businesses, and governmental facilities included in the Climate Action Plan. The 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.

d. Exhibit B – Scope of Services. Exhibit B – Scope of Services, section 2c is hereby amended to the following:

Serve an average of 37 hours per week for 7.5 months, serving a minimum of 1200 total hours, with at least 920 hours dedicated to Partner project activities (see below).

e. Exhibit C – Partner Responsibilities. *Exhibit C – Partner Responsibilities, amended to include the following:*

Section 1.c.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.

- a. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).

Section 1.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.

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

Second Amendment to the contract with CivicWell will be for two fellows during the FY 2023-24 CivicSpark term increasing the contract amount by \$15,000 for a total contract amount not to exceed \$135,000 with a new Agreement expiration term of December 31, 2024. The full amount of the first amendment was not expended as a second fellow was not hired.

	2023-24 Per Fellow Benefits
Costs	\$20,900/Fellow (lump sum payment) OR \$22,000/Fellow (installment billing payment)
Project Support	7.5 Months, 920+ project hours
Additional Benefits	Up to 55 additional project-prep hours. Up to 70 volunteer engagement hours.

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

g. Exhibit D – Compensation. *Paragraph 4 is hereby amended in its entirety to read as follows:*
PAYMENT OPTION

Installment Billing, Option #2 — \$22,000

Invoices will be the total amount of the contract divided into **3 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.

h. Exhibit E – Reimbursable Expenses. *Exhibit E – Reimbursable Expenses, is hereby amended in its entirety to read as follows:*

CivicWell does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless Partner has funds to cover such expenses.

Should Partner need to have a Fellow incur project-related expenses, those expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B”). Partner agrees to make the payment in a timely manner in order for Fellow(s) to be reimbursed.

Partner is not expecting to have any project-related expenses that the Fellow will incur.

i. 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 are to start January 8, 2024 and should be completed by December 31, 2024.

- 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 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

Eduardo Martinez, Mayor

CIVICWELL;

CIVICWELL, a California nonprofit public
benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer