CivicSpark 2023-24 Service Term Amendment

This contract template is for our **California & Washington partners**.

Use of this contract template is optional. If your agency has a template of your own you’d prefer to use, please go ahead and do so, **just make sure that items noted in this template are incorporated.**

If using this template and adding in some of your own language or making updates, please **use track changes** to aid the CivicSpark team’s review.

**Instructions**

1. Add information in all yellow highlighted sections and any other language you need using track changes.
	1. Comments are for guidance only and should be deleted before final execution.
2. Send the document to the appropriate CivicSpark contract reviewer to confirm the changes are acceptable by our team and to note any additional items.
	1. *Please do NOT have your team sign until CivicSpark has had a chance to review the agreement.*
3. CivicSpark staff will return the document to you if any other items are needed or once it’s ready to go to signing.
4. After the initial CivicSpark review, remove these instructions, highlighting, and guidance comments (select ‘delete all comments’) to finalize the document.

**Tips for editing:**

* Click Review > Tracking > Click ‘Track Changes’ and choose ‘All Markup’ to view helpful explanations, relevant guidance, and steps needed to update properly.
* Hover over explanations to see the full text.
* **Be sure to turn on Track Changes for any of your agency edits**. CivicSpark staff will then review and accept the changes and return to you.

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_ (“Partner”) and CivicWell (formerly the Local Government Commission), a California nonprofit public benefit corporation.

**RECITALS**

1. WHEREAS, the Partner and CivicWell have entered into the Agreement (as defined below); and
2. 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****. Agreement – 5. Termination. Agreement*** *– 5. Termination is hereby amened to the following:*

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****. Agreement – 11. Notices. Agreement*** *– 11. Notices is hereby amened to the following:*

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 hereby added:*

General Program Responsibilities

* 1. 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

* 1. [If desired identify project topic or subject area (e.g., outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], the fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	2. [If desired identify project topic or subject area (e.g., outreach, plan development, etc.)]
		1. In support of [briefly describe specific areas, goals or needs], The Fellow will support [briefly describe activities, tasks, initiatives]
		2. [Add more if desired]
	3. [Add more project areas or tasks needed]
	4. This project will include: (1) an initial gap assessment conducted by the Fellow, (2) a volunteer engagement component, and (3) a transitional support activity.
		1. Minor changes to the scope following the requisite gap assessment process may be needed.
		2. The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit A – Contracted Performance Measures and Prohibited Activities.

*d****. 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.

* 1. 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.

*e****. Exhibit D - Compensation.*** *Exhibit D – Compensation, Paragraph 2 is hereby amended to include the following:*

CivicWell will receive no more than $\_\_\_\_\_\_\_\_ for [#] Fellow(s) for performing the services set forth in this Agreement, plus $500 in additional costs associated with CivicWell membership.

|  |  |
| --- | --- |
| **Previous Year**  | **Cost of Fellows & Number of Fellows** |
| *Ex: 2022-23* | *Ex: $29,000 for 1 Fellow* |
| *Ex: 2023-24* | *Ex: $31,000/$29,450 for 1 Fellow* |

|  |  |
| --- | --- |
|  | **2023-24 Per Fellow Benefits** |
| Costs | $29,450/Fellow (lump sum payment)OR$31,000/Fellow (installment billing payment) |
| 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 (billed separately) |

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

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

PAYMENT OPTION

Lump Sum Payment, Option #1 — $29,450

The Partner shall make a one-time, **lump sum payment** to CivicWell that covers the entirety of the amount due for services to be performed. **This option includes a 5% discount reducing the cost to $29,450 per Fellow.** Lump Sum payment is **due within 30 days of Fellow(s)’ start date**. In consideration of this single up-front payment, CivicWell shall submit monthly records of hours to date spent by the Fellow to perform the services required under the Agreement. 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 and reimbursement will be provided by CivicWell. 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.

Installment Billing, Option #2 — $31,000

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.

*f.* ***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 expecting to have about $\_\_\_\_\_\_ of project-related expenses that the Fellow will incur and be reimbursed for. These expenses may include but are not limited to:

* Mileage
* Meals
* Lodging
* Event/Registration Fee
* Material costs
* Other \_\_\_\_\_\_\_\_

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

*g.* ***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 [Date] and should be completed by December 31, 2024.

* + - 1. **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.
			2. **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:

[Full legal name of Partner]

By

[Name, Title]

CIVICWELL;

CIVICWELL, a California nonprofit public benefit corporation

By

Michele Warren, Chief Operations Officer