CivicSpark 2023-24 TQT Service Term Amendment

This contract template is for our **Colorado**.

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 draft 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****. 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).

*b****. Exhibit D - Compensation.*** *Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to the following:*

CivicWell will receive no more than $amount, for # three-quarter time Fellow(s) for performing the services set forth in this Agreement, plus $500 in additional costs associated with CivicWell membership.

|  |  |
| --- | --- |
|  | **2023-24 Per Fellow Benefits** |
| Costs | $22,800/Fellow (lump sum payment)  OR  $24,000/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. |
| 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- $22,800

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 $22,800 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 - $24,000

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.

*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 are to start January 8, 2024 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