

AMENDMENT NO. 1
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT DATED SEPTEMBER 1, 2022

Amendment No.1 Services (in bold):

THIS AGREEMENT (“Agreement”) is made and entered into as of 7/10/23 (“Effective Date”) by and between City of Chico, (“Partner”) and CivicWell (formerly, 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 September 1, 2022 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 amended 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.

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 eeop@nccs.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

b. Agreement – 11. Notices. Agreement – 11. Notices is hereby amended to the following:

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

c. Exhibit B - Scope of Services. Exhibit B – Scope of Services, Item 3 is hereby added:

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

This year’s Fellow will have an exciting opportunity to implement several actions outlined in the CAP update, working closely with city staff and the Climate Action Commission. The Fellow’s service will primarily be within the City of Chico Community Development Department (Planning) but will extend across several city departments, working collaboratively with Operations and Management as well as Public Works Engineering as project tasks dictate. The Fellow will build capacity to support various sustainability initiatives related to CAP implementation: energy efficiency, renewable energy, development reach codes, electric vehicle charging, feasibility and implementation studies waste reduction, and equitable community outreach. Project tasks are likely to include but are not limited to:

- Supporting staff in identifying climate and energy projects, developing implementation resources, supporting research, developing analysis, and tracking progress.
- Conducting research on developing a carbon-free building code and a program to support decarbonization retrofits.
- Conducting research on EV charging networks.
- Assisting with analysis of green waste and landscaping programs performance helping the City achieve AB 1383 compliance.
- Preparing content for distribution, researching and analyzing of GHG-reducing activities, and facilitating public meetings.
- Creating a robust education and outreach campaign around CAP goals and policies.

This is an exciting opportunity for a Fellow to be at the forefront of climate action planning in the north state and support launching the City of Chico's progress towards community resilience and equitable sustainability.

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.

- b. 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 \$65,000 for 2 Fellow(s) for performing the services set forth in this Agreement.

| Previous Year | Cost of Fellows & Number of Fellows |
|----------------------|--|
| 2022-23 | \$29,000 for 1 Fellow |
| 2023-24 | \$36,000 for 1 Fellow |

| 2023-24 Per Fellow Benefits | |
|------------------------------------|--|
| Costs | \$36,000/Fellow |
| Project Support | 11 Months, 1,300+ project hours |
| Additional Benefits | Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours. |

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:

Installment Billing, Option #2

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 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 September 11,-2023 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.

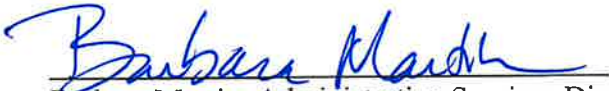
APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

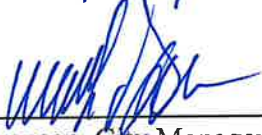
REVIEWED AS TO CONTENT:



Barbara Martin, Administrative Services Director*

*Reviewed by Risk Management, Human Resources,
Finance, and Information Services.

DATED: 7/10/23



Mark Sorensen, City Manager
CITY OF CHICO

DATED:

CIVICWELL:

CIVICWELL, a California nonprofit public benefit corporation




By _____
Lare Bloodworth, Chief Financial Officer

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