

**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 January 9, 2023 (“Effective Date”) by and between South Bay Cities Council of Governments (“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 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 June 23rd 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. **Exhibit B - Scope of Services.** Exhibit B – Scope of Services, Item 3 is hereby added:

Project Specific Scope of Work

- a. Climate Action Achievement Assessment - The SBCCOG developed a Sub-Regional Climate Action Plan and Adaptation Plan. In addition, the SBCCOG assisted member cities in developing their own CAP and vulnerability assessments and worked with several cities on the next step which was identifying adaptation strategies.
- b. The CAP documents, approved in 2017-2018, set targets to reduce greenhouse gas emissions by 15% from 2005 levels by 2020 and 49% below 2005 levels by 2035. Also included are actions to help meet these targets in four focus areas: Land Use & Transportation, Energy Efficiency, Solid Waste, Urban Greening, and Energy Generation & Storage. The SBCCOG worked with member cities to update the greenhouse gas emission to assess if they have met the 2020 milestone targets and what strategies have been completed. The SBCCOG would like to have a complete assessment of strategies with documented achievement as well as recommendations to help cities continue to take action that reduces carbon and addresses climate change. This work requires resources and technical skill from the CivicSpark program.
 - i. In support of all SBCCOG member cities, the Fellow will engage with key stakeholders and help agencies access achievement compared to the 2020 greenhouse gas targets, as well as quantify strategies completed, in progress, and ongoing.
 - ii. In support of greenhouse gas assessment, the Fellow will support assessing city reductions as a result of implementing SBCCOG initiatives and programs

- iii. In support of general climate action and achievement, the Fellow will support by facilitating and attending meetings with agencies and document activities and outcomes; review current programs, resources and agency reports; establish a process for assessing and reporting city and subregional achievements; assessing data from ICLEI Clear Path; recommend enhancements to city and subregion strategies; document and present findings; use GIS tools when appropriate; promote achievement through social media, newsletter articles, factsheets, and other media; coordinate with volunteers to assist with assessment and promotion
- c. 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.

b. Exhibit D - Compensation. Exhibit D – Compensation, Paragraph 2 is hereby amended to include the following addition: CivicWell will receive no more than one for one Three-Quarter-Time Fellow for performing the services outlined in this amendment (Exhibit B)."

	Per Fellow Benefits
Costs	\$22,000/Fellow
Project Support	7.5 Months, 920+ project hours
Additional Benefits	Up to 40 additional project-prep hours. Up to 70 volunteer engagement hours.

Exhibit D – Compensation, Paragraph 4 is hereby amended to include the following payment plan:

Lump Sum Payment, Option #1

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. 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 period of service actually provided and a refund of remaining funds will be issued. 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

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.

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 should be completed by December 31, 2023.

- 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 not 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:

South Bay Cities Council of Governments

By
[Name, Title]

CIVICWELL;

CIVICWELL, a California nonprofit public
benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer