

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 September 1, 2022 (“Effective Date”) by and between Lake County Watershed Protection District (“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 August 31, 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. **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. Conduct an Aquatic Invasive Species Outreach Assessment and Improvement Plan
 - i. In support of the Lake County Invasive Mussel Prevention Plan and Program, the fellow will assist in identifying specific outreach and education knowledge gaps that can be addressed to improve the program.
 - ii. Assist in the current Prevention Program and associated outreach activities to brainstorm and develop assessment strategies and gather information from the community, public, and water-users.
- b. Develop an Aquatic Invasive Species Outreach Improvement Plan.
 - i. Based on the results from the Outreach Assessment, the Fellow will support program staff in identifying avenues for improving outreach and education for aquatic invasive species prevention.
 - ii. The Fellow will assist in the development, creation, and distribution of outreach and education materials that will initiate fulfillment of the Outreach Improvement Plan.
- 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 in its entirety to read as follows:

CivicWell will receive no more than \$29,000 for 1 Fellow for performing the services set forth in this Agreement.

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

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.

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:

Lake County Watershed Protection District

By
Scott De Leon, Director

CIVICWELL;

CIVICWELL, a California nonprofit public benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer