

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of September 25, 2025 (“Effective Date”) by and between South Bay Cities Council of Governments (“Partner”) and the Public Health Institute (“PHI”), a California nonprofit public benefit corporation.

RECITALS

- A. WHEREAS, the Partner and PHI have entered into the Agreement (as defined below); and
- B. WHEREAS, the Partner and PHI 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 PHI hereby covenant and agree as follows:

AGREEMENT

- 1. Agreement.** Refers to the Agreement for Services of Independent Contractor dated September 1, 2024, between the Partner and PHI.
- 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. Communications – To guide cities, businesses, and residents to adopt sustainable actions and provide information on programs, projects, and strategies as well as resources to cities, businesses, property owners, and residents. The Fellow will help support and manage various community engagement and communication initiatives to better inform the community of opportunities to contribute to climate action and adaptation efforts in their communities. In support of:
 - i. Community engagement – The Fellow will assist with coordination of the SBCCOG presence at a minimum of 12 community outreach events to promote programs for water conservation, energy efficiency, waste reduction, organic waste handling, extreme heat, transportation, homeless services, etc.
 - ii. Sustainability outreach – The Fellow will collaborate with SBCCOG staff to develop educational outreach language, graphics, flyers, social media posts, etc.
 - iii. Stakeholder engagement – The Fellow will update stakeholder contact lists and strategies for retaining participant contacts.
- b. Energy Efficiency and Decarbonization Support – Through the SBCCOG’s partnership

with the Southern California Regional Energy Network (SoCalREN), the Energy Efficiency Fellow will support and manage various SoCalREN initiatives unique to the South Bay region. As a result, public agencies will further their climate action and adaptation planning activities. In support of:

- i. Promotion of agency accomplishments – The Fellow will support the South Bay Energy & Climate Awards program.
 - ii. Special project initiatives – The Fellow will assist with implementation of the residential direct install of energy-efficient electric appliances in disadvantaged communities.
 - iii. Benchmarking facility energy use – The Fellow will maintain the SBCCOG’s ENERGY STAR Portfolio Manager account, collect energy data and agency documentation, ensure state energy compliance, and other benchmarking activities and initiatives.
 - iv. Agency engagement – The Fellow will coordinate meetings, conduct program introductions, and facilitate SoCalREN program enrollment.
 - v. SoCalREN programs in general – The Fellow will promote program resources to South Bay agencies.
- c. South Bay Local Transportation Program: Micromobility & Neighborhood Electric Vehicles – The Fellow will assist SBCCOG staff with design and implementation of the South Bay Local Travel Network and promotion of micromobility. In support of:
- i. Stakeholder engagement – The Fellow will support with facilitating meetings with agencies and building relationships with businesses, residents, and school districts.
 - ii. Community outreach – The Fellow will assist SBCCOG staff with conducting events such as small micromobility ride-and-drive events.
 - iii. LTN program education and promotion – The Fellow will assist with creating materials to educate agencies, businesses, and residents on the benefits of the LTN and encourage use.
 - iv. LTN implementation – The Fellow will support SBCCOG staff with developing methodology, data collection, and analysis to quantify success and impact.

b. Exhibit D - Compensation. *Exhibit D – Compensation, Paragraph 2 is hereby amended in its entirety to read as follows:*

PHI will receive no more than \$157,000 for 5 Fellow(s) for performing the services set forth in this Agreement: \$52,000 for 2 Fellow(s) (2024-25) and \$105,000 for 3 Fellow(s) (2025-26)

2025-26 Fellows

	Number of Fellows:	Cost Per Fellow	Total Costs
Full Time Fellows:	3	\$35,000 \$40,000 (returning fellow)	\$105,000
Three-Quarter Time Fellows:	0	\$26,500	0
Half Time Fellows:	0	\$17,500	0
<i>Total</i>			\$105,000

Full-Time Per Fellow Benefits	
Costs	\$35,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.
Timeframe	October 6, 2025 – September 4, 2026 (Orientation: October 6-8, 2025)

Three-Quarter Time Per Fellow Benefits	
Costs	\$26,500/Fellow
Project Support	7.5 Months, 920+ project hours
Additional Benefits	Up to 40 additional project-prep hours. Up to 70 volunteer engagement hours.
Timeframe	January 12, 2026 – September 4, 2026 (Orientation: January 12-14, 2026)

Half-Time Per Fellow Benefits	
Costs	\$17,500/Fellow
Project Support	6 Months, 690+ project hours
Additional Benefits	Up to 20 additional project-prep hours. Up to 50 volunteer engagement hours.
Timeframe:	March 2, 2026 – September 4, 2026 (Orientation: March 2-4, 2026)

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

Lump Sum Payment — \$52,000 (2024-25) and \$105,000 (2025-26), Totaling \$157,000

The Partner shall make a one-time, **lump sum payment** for each year to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at contract signing**. The Partner has paid \$52,000 to account for the 2024-25 term and will pay \$105,000 for the 2025-26 term. If for some reason PHI 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 PHI will reimburse the SBCCOG for services not provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

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 October 6, 2025 and should be completed by September 4, 2026.



AmeriCorps



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:

By: South Bay Cities Council of Governments

Name: Bernadette Suarez

Title: SBCCOG Chair

Date: 9-25-25

PUBLIC HEALTH INSTITUTE;

Public Health Institute, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Date: _____