

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
DNV GL ENERGY SERVICES USA, INC.**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as “C/CAG”) and DNV GL Energy Services USA, Inc. (hereinafter referred to as “Contractor”) are parties to an agreement originally dated July 1, 2019, for climate action planning technical assistance to cities in San Mateo County and to the County; and

WHEREAS, the existing DNV GL Contract, effective July 31, 2019 for an amount not to exceed \$75,000, provided funding available through December 31, 2019; and

WHEREAS, the parties executed Amendment No.1 on November 8, 2019 adding \$70,000 to the DNV GL Contract for climate action planning technical assistance to cities in San Mateo County and the County for the period January 1, 2020 to June 30, 2020 for a new total amount not to exceed \$145,000; and

WHEREAS, the C/CAG Chair was authorized by the C/CAG Board to execute a new agreement between C/CAG and PG&E for FY2020-21 through FY 2022-23, which provides annual funding for long-term climate action assistance to cities and the County; and

WHEREAS, the parties desire to extend the DNV GL Contract end date adding funding in the amount of \$48,500 for the period July 1, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend the DNV GL Contract as set forth herein.

IT IS HEREBY AGREED by C/CAG and Contractor as follows:

1. Section 1 of the DNV GL Contract is hereby replaced in its entirety by the following:

Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A and Exhibit B, attached hereto the original July 1, 2019 agreement (the “Services”) by December 31, 2019, and Contractor agrees to perform the services described in Exhibit C, attached hereto (also the “Services”) by June 30, 2020, and Contractor agrees to perform the services described in Exhibit D, attached hereto (also the “Services”) by June 30, 2021. All Services are to be performed and completed by June 30, 2020.

2. Section 2 of the DNV GL Contract is hereby replaced in its entirety by the following:

Payments. In consideration of the services rendered with all terms, conditions, and specifications set forth herein and in Exhibits A, B, C, and D, C/CAG shall reimburse Consultant on a time and materials basis. The aggregate total amount of payment by C/CAG shall not exceed one-hundred ninety-three thousand five hundred (\$193,500) for Services provided during the Agreement Term as set forth below and in Section 1, above. Payment shall be made to Consultant monthly, based on an invoice submitted by Consultant that has been reviewed and approved by C/CAG staff. C/CAG shall have the right to receive, upon request (for a period of three years from project close unless otherwise required by law), documentation substantiating charges billed to C/CAG.

3. Section 6 of the DNV GL Contract is hereby replaced in its entirety by the following:

Agreement Term/Termination. This Agreement shall be in effects as of July 1, 2019 and shall terminate on June 30, 2021; provided however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice prior to the effective date of termination to Consultant and Consultant may terminate this Agreement at any time for any reason by providing 90 days' notice prior to the effective date of termination to C/CAG. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

4. Exhibit D – Additional Scope of Services, is added as an attachment to this Amendment No. 2 and to the Agreement.
5. Except as expressly amended herein, all other provisions of the DNV GL Contract shall remain in full force and effect.
6. This Amendment No. 2 shall take effect upon the date of execution by both parties.

City/County Association of Governments
(C/CAG):

DNV GL Energy Services USA, Inc.
(Contractor):

Marie Chuang, Chair

By

Title: _____

Date: _____

Date: _____

Approved as to form:

Legal Counsel for C/CAG

DRAFT

Exhibit D

2020 RICAPS Climate Action Planning Technical Services Scope of Work

Prepared for C/CAG for July 1, 2020 – June 30, 2021



Copyright © 20120, DNV GL Energy Services USA Inc.

This document, and the information contained herein, is the exclusive, confidential and proprietary property of DNV GL Energy Services USA Inc. and is protected under the trade secret and copyright laws of the United States and other international laws, treaties and conventions. No part of this work may be disclosed to any third party or used, reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, without first receiving the express written permission of DNV GL Energy Services USA Inc. Except as otherwise noted, all trademarks appearing herein are proprietary to DNV GL Energy Services USA Inc.

Table of Contents

1. Introduction.....	2
1.1 Task 1. Monthly RICAPS meetings	2
1.2 Task 2. Emission Inventory Technical support	3
1.3 Task 3. Update of RICAPS Tools and other Technical Support.....	335
2. Budget Proposal Summary	557

1. Introduction

This scope of work is designed to build upon the services, tools and templates developed to date by DNV GL for C/CAG and the Office of Sustainability to deliver superior energy and climate planning services for local jurisdictions county-wide. Key initiatives for FY2020-21 include support for monthly county-wide peer-to-peer knowledge sharing, technical assistance with climate action planning for 2030 and beyond, and training of OOS staff to complete community-wide greenhouse gas (GHG) inventories. Additional scopes of work can be negotiated for funds not currently scoped in this document.

1.1 Task 1. Monthly RICAPS meetings

The coordination and facilitation of monthly RICAPS meetings will continue to rely primarily on County Office of Sustainability (OOS) staff. DNV GL will continue to support the selection of speakers and provide input to support C/CAG - OOS staff in meeting planning.

These meetings will be held as webinars and in-person meetings. The purpose of these meetings is three-fold:

- 1) To provide training and technical assistance related to climate planning, energy efficiency and demand response strategies, and progress tracking;
- 2) To enable information sharing and peer-to-peer learning amongst the San Mateo County jurisdictions;
- 3) To encourage regional collaboration in regard to energy and emission reduction implementation activities.

	Number (Units)		Cost per Unit	Hours per Unit	Total cost
Task 1: Monthly RICAPS working group meetings					
Support in selection of speakers and providing input to support meeting planning	12	months	\$1,000	4.5	\$12,000
Total Task 1					\$12,000

1.2 Task 2. CAP Technical support for cities

Jurisdictions across San Mateo County are updating their climate action plans out to 2030 and beyond. DNV GL will continue to assist C/CAG and the County OOS to update RICAPS templates and tools to optimize for San Mateo County jurisdictions.

In addition, DNV GL will provide technical assistance for special studies and projects aimed at reducing or “cleaning” energy use to reduce GHG emissions.

	Number (Units)		Total Hours	Total cost
Task 2: Technical Support for cities				
Assist with updates to CAP Template and tools	21	Cities	110	\$16,500
Additional studies and efforts towards reducing energy-related GHG emissions on behalf of SMC cities	21	Cities	20	\$10,000
Total Task 2				\$26,500

1.3 Task 3. Technical Assistance OOS staff to complete community-wide inventories

DNV GL will continue to provide technical support to Office of Sustainability staff in completing community-wide GHG inventories. DNV GL will continue to support staff in the completion of the inventories by answering technical questions, providing one-on-one assistance via email, phone and screen sharing to walk OOS staff through questions and challenges they are encountering.

	Number (Units)		Total Hours	Total cost
Task 3: Technical Support to OOS Staff to Complete Community-wide Inventories				
Technical assistance to OOS staff	21	Cities	50	\$10,000
			Total Task 3	\$10,000

2. Budget Proposal Summary

In this section, we summarize the proposed costs associated with the above scope of work, on a task-by-task basis, inclusive of reimbursable expenses. The DNV GL team proposes to perform the work on a time and material (T&M) basis with a proposed not-to-exceed of \$48,000.

Table 1. Summary of Budget Proposal for 2020-2021 RICAPS

	Total Hours	Total Cost
Task 1: Monthly RICAPS working group meetings		
Support in selection of speakers and providing input to support meeting planning	60	\$12,000
Total Task 1:		\$12,000
Task 2: Technical Support for cities		
Assist with updates to CAP Template and tools	110	\$16,500
Additional studies and efforts towards reducing energy-related GHG emissions on behalf of SMC cities	20	\$10,000
Total Task 2:		\$26,500
Task 3: Training OoS Staff to Complete Community-wide Inventories		
Technical assistance to OoS staff	50	\$10,000
Total Task 3:		\$10,000
Total Scope of Work:		\$48,500

Table 2. Staff Hourly Rates

Classifications	DNV GL Staff	2020 Hourly Rate
Principal Consultant, Head of Section	Doug Kot	\$215
Principal Engineer	Blake Herrschaft	\$215
Analyst	Katie Green	\$185
Engineer	Umay Akkoseoglu	\$155
Administrative Support		\$120

THIS IS DNV GL

Our vision is to have a Global impact for a safe and sustainable future. We provide classification and technical assurance along with software and independent expert advisory services to the maritime, oil and gas, and energy industries. We also provide certification services to customers across a wide range of industries. Operating in more than 100 countries, our 12,000 professionals are dedicated to helping our customers make the world safer, smarter and greener. For more information on DNV GL, visit www.dnvgl.com.