

**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

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