

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this 13th day of June, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, hereinafter called "C/CAG";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for staff services for the San Mateo County Energy Watch Program on June 23, 2020; and

WHEREAS, the original Agreement, effective July 1, 2020 through July 31, 2023, was for an amount not to exceed \$476,980; and

WHEREAS, Amendment No.1 adding \$405,620 for a new not to exceed amount of \$882,600 was authorized by Resolution 078511 on November 9, 2021; and

WHEREAS, the parties wish to amend the Agreement to add additional funding in the amount of \$1,763,000 to the Agreement and to extend the end date of the Agreement to December 31, 2025.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 2 of the agreement is amended to read as follows:

**Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. The total cost reimbursement under this Agreement for work completed from July 1, 2020 through December 31, 2025 will not exceed \$2,645,600, subject to C/CAG annual budget approval and allocation of funds from Pacific Gas & Electric (PG&E) under the PG&E -

C/CAG Local Government Partnership contract for the fiscal year 2020-21 through December 31, 2025 San Mateo County Energy Watch program.

2. Section 5 of the agreement is amended to read as follows:

**Contract Term.** This Agreement shall be in effect as of July 1, 2020 and shall terminate on December 31, 2025; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 90 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

Notwithstanding any other provision of this Agreement, County of San Mateo shall obtain prior approval from C/CAG prior to changing the staff assigned to perform services under this Agreement from those staff that are assigned as of the date of execution of this Agreement. In the event the parties cannot reach mutual agreement regarding staffing, either party may terminate the agreement upon 30 days' written notice." This provision shall not limit the County's ability to retain subconsultants to perform services under this Agreement, subject to the prior written approval of the C/CAG Executive Director or designee.

3. **All other terms and conditions of the agreement dated October 14, 2021, between the County and C/CAG shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For C/CAG:**

\_\_\_\_\_  
C/CAG Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
C/CAG Chair (please print)

\_\_\_\_\_

**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board