

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
THE COUNTY OF SAN MATEO**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") and the County of San Mateo (hereinafter referred to as "Contractor") are parties to an agreement dated June 23, 2020 for staff services for the San Mateo County Energy Watch Program for fiscal years 2020/21 through 2022/23 (the "Agreement"); and

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

WHEREAS, the parties desire to add additional funding through July 31, 2023 to allow Contractor ample funding for staff services and other expenses for the program, such as costs for outside contractors and printing expenses; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

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

1. Section 2 of the Agreement is hereby replaced in its entirety by the following:

**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 June 30, 2023 will not exceed \$882,600, subject to C/CAG annual budget approval and allocation of funds from Pacific Gas & Electric (PG&E) under the PG&E and C/CAG contract for the 2020-2023 San Mateo County Energy Watch program.

2. Section 1.0 of Exhibit A – Scope of Work to the Agreement is replaced in its entirety by the following:

Introduction - The City/ County Association of Governments (C/CAG) is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch program. The County of San Mateo will provide staff support functions, outside consultant services, and supplies for the C/CAG San Mateo County Energy Watch program, within the budget and contract limitations and requirements provided in the C/CAG – PG&E Contract.

3. Section 7.0 of Exhibit A – Scope of Work to the Agreement is replaced in its entirety by the following:

To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the County of San Mateo, Office of Sustainability and may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. 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.

4. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.

COUNTY OF SAN MATEO

By \_\_\_\_\_  
Supervisor David Canepa  
President, Board of Supervisors, San Mateo County

Date \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
Clerk of Said Board

City/County Association of Governments (C/CAG)

By Marie Chuang  
Marie Chuang  
C/CAG - Chair

10/18/21  
Date \_\_\_\_\_

C/CAG Legal Counsel

By Melissa Andrikopoulos  
Melissa Andrikopoulos

10/20/21  
Date \_\_\_\_\_