

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
FLYNN RESOURCE CONSULTANTS, INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Flynn Resource Consultants, Inc., dated September 22, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated February 20, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide consulting services related to Transmission Analysis Support, California Independent System Operator (CAISO) issues, Pacific Gas and Electric Company (PG&E) issues, Congestion Revenue Rights (CRRs) and Litigation Support, and the Parties now wish to amend the Agreement as Amended to extend the term until April 30, 2021.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2021.

2. The content of Exhibit B of the Agreement, entitled "Fee Schedule" is hereby amended by deleting the existing content in its entirety and replacing it with the following:

2.1. In no event shall the amount billed to City by Contractor for services under this Agreement exceed three million one hundred seventy thousand dollars (\$3,170,000.00), subject to budget appropriations.

2.2. Services shall be billed at the following rates:

Labor Category	Hourly Rate (Fiscal Year 19- 20)	Hourly Rate (Fiscal Year 20- 21)
Principal	\$330	\$340
Managing Consultant	\$310	\$320
Senior Consultant - Power Engineer	\$300	\$310
Senior Consultant	\$270	\$280
Consultant	\$225	\$230
Associate Consultant	\$205	\$210
Analyst	\$150	\$155
Office Support	\$65	\$65

2.3. All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with the prior approval of the appropriate City representative.

2.4. For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

	Monthly Charge (Fiscal Year 19-20)	Monthly Charge (Fiscal Year 20-21)
Power flow modeling	\$300	\$310
Short circuit modeling	\$875	\$900
OASIS Data	\$1,310	\$1,350
Market modeling:	\$4,335	\$4,465

Specialized software costs that exceed the above amounts may be billed with the prior approval of the appropriate City representative.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

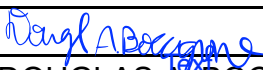
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“CITY”

**FLYNN RESOURCE CONSULTANTS, INC.**  
a California corporation

Dated: November 30, 2020

By (Signature):   
Name: DOUGLAS A. BOCCIGNONE

Title: President

Principal Place of Business Address: 5440 Edgeview Drive  
Discovery Bay, CA 94505

Email Address: dougbocc@flynnrci.com

Telephone: (888) 634-0222

Fax: (888) 634-7509

“CONTRACTOR”