

**FOURTH AMENDMENT TO SERVICES AGREEMENT
BETWEEN
CENTER FOR SUSTAINABLE ENERGY
AND
CITY OF SAN JOSE**

THIS FOURTH AMENDMENT (“Fourth Amendment”), dated as of the date last written on the signature page below (“Effective Date”), by and between the Center for Sustainable Energy, a California nonprofit corporation, (“CONTRACTOR”) and the City of San José, a municipal corporation, (“CITY”) (CONTRACTOR and CITY shall hereinafter be referred to individually as “Party” or collectively as the “Parties”), hereby amends the CITY OF SAN JOSE SERVICES AGREEMENT by and between the Parties, dated July 8, 2020 (the “Services Agreement”).

RECITALS

WHEREAS, the California Energy Commission (“CEC”) approved funding for up to \$200 million (the “CALeVIP Funding”) for the design and implementation of an electric vehicle charger investment incentive program throughout California, and CEC has appointed CONTRACTOR to implement such incentive program. CONTRACTOR has accepted the CALeVIP Funding under the terms and conditions of that certain CEC grant agreement, ARV-16-017, executed June 27, 2017 (“Grant Agreement”).

WHEREAS, CEC has authorized CONTRACTOR to deploy a portion of CALeVIP Funding, in the amount of \$33,000,000, towards an incentive project in Santa Clara and San Mateo counties (the “Peninsula-Silicon Valley Incentive Project”).

WHEREAS, CEC has authorized CONTRACTOR to deploy a portion of the Peninsula-Silicon Valley Incentive Project funding, in the amount of \$10,000,000, towards the Peninsula-Silicon Valley Incentive Project in the City of San José.

WHEREAS, CITY provides locally-controlled, carbon-free electricity to residents and businesses in its service territory through its San José Clean Energy program.

WHEREAS, CITY hired CONTRACTOR to develop and administer the Peninsula-Silicon Valley Incentive Project in consideration of payment of a fee in accordance with the terms and conditions set forth in the Services Agreement.

WHEREAS, on March 15, 2023, CITY and CONTRACTOR entered into a First Amendment to the Services Agreement to incorporate certain terms of Exhibit D of the Grant Agreement into the Services Agreement (the “First Amendment”).

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WHEREAS, on November 7, 2023, CITY and CONTRACTOR entered into a Second Amendment to the Services Agreement to extend the term of the Services Agreement from December 31, 2023 through September 30, 2025 (the “Second Amendment”).

WHEREAS, on September 19, 2025, CITY and CONTRACTOR entered into a Third Amendment to the Services Agreement to extend the term of the Services Agreement from September 30, 2025 through December 31, 2025 (the “Third Amendment”).

WHEREAS, the Services Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment is referred to herein as the “Agreement”.

WHEREAS, the Parties desire to further amend the Agreement to extend the term from December 31, 2025 through July 1, 2026, to allow qualified applicants, who meet extension requirements, to complete their projects and submit all final documents to the California Energy Commission.

NOW, THEREFORE, the Parties agree to further amend the Agreement as follows:

1. Section 3 “TERM OF AGREEMENT” is hereby amended by deleting Section 3.1 in its entirety and replacing it as follows:

“3.1. The term of this Agreement is from the date of execution by CITY through July 1, 2026 (“**Term**”), unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and CITY, with CITY’s execution to be last in time. CONTRACTOR may not commence work under this Agreement before CITY signs this Agreement.”

2. This Fourth Amendment together with the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the documents, the terms of this Fourth Amendment will control.
3. Other than as specifically modified herein, all remaining provisions of the Agreement shall remain in full force and effect and are hereby ratified, approved, and confirmed.
4. The recitals set forth above in this Fourth Amendment are accurate and correct and shall be incorporated in this Fourth Amendment as though fully set forth herein.
5. Except as set forth in this Fourth Amendment, capitalized terms herein will have the definitions assigned to them in the Agreement.
6. This Fourth Amendment shall be subject to all of the terms and conditions of the Agreement, as amended, as if it were a part thereof, including, without limitation, any provision with respect to the choice of law, venue and/or jurisdiction.

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IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the Effective Date.

CITY OF SAN JOSE

{{__signer3}}

Signature: _____

Name: Emily Lam

Title: Director, City Manager's Office

**CENTER FOR SUSTAINABLE
ENERGY**

{{__signer1}}

Signature: _____

Name: Lawrence E. Goldenhersh

Title: President

APPROVED AS TO FORM:

{{__signer2}}

Signature: _____

Name: William F Charley

Title: Sr. Deputy City Attorney