

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & MYNT SYSTEMS INC.**

THIS AMENDMENT is made to the AGREEMENT for the Energy Assessment by and between **MYNT SYSTEMS INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Recitals: The 9th Whereas clause shall be amended by removing, “provided that EITHER the County rejects the funds prior to the deadline of the SGIP requirements OR the County and Contractor enter into (i) the Energy Services Contract prior to the deadline to accept SGIP funding, and (ii) a Project Order (as defined in Section 1 below) for the Natividad Site and/or the Schilling Site that is materially consistent with the respective Recommendations within the same timeframe but not before thirty (30) calendar days after Contractor presents such Recommendations to the County” so that the paragraph now reads “WHEREAS, Parties agree that, pursuant to the terms of Section 3 below, the County will have no obligation to reimburse Contractor for the cost of the Application Fee”
2. Section 3: COMPENSATION TO MYNT SYSTEMS, paragraph 2 shall be amended by removing, “full non-refundable cost of the Application fee, if such Application Fee has in fact been already been paid, in addition to such” so that the sentence now reads “Notwithstanding the foregoing, if the County terminates this Agreement or, unreasonably refuses to execute either the Energy Services Contract within sixty (60) calendar days of entering into this Agreement or to execute the Project Order for either the Natividad Site or the Schilling Site within thirty (30) days of executing the Energy Services Contract and at least thirty (30) days of receiving the respective Site Recommendations, the County shall reimburse Contractor for the Site’s actual Costs incurred during the Phase 1 Assessments, that shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) per Site (an “Assessment Fee”).
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 9, 2020.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.