

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & ARC Alternatives**

THIS AMENDMENT is made to the AGREEMENT for Energy Analytics and Energy Consulting Services by and between **ARC Alternatives**, 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. Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing “The term of this Agreement is from 10/1/2022 to 7/31/2024”, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “The term of this Agreement is from 10/1/2022 to 7/31/2026”, unless sooner terminated pursuant to the terms of this Agreement”.
2. Section 2., “PAYMENTS BY THE COUNTY” shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$160,000.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$368,600.00*”
3. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. 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.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on October 28, 2022.

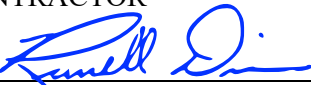
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated: _____

Russell Driver, President

Printed Name and Title

Approved as to Fiscal Provisions:


DocuSigned by:

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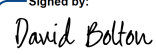
Deputy Auditor/Controller

Dated: 1/8/2025

Dated: 2/19/2025 | 4:26 PM PST

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

Approved as to Liability Provisions:

Signed by:

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Risk Management

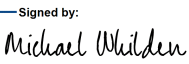
Andrew D. Meiman, CFO

Printed Name and Title

Dated: 2/19/2025 | 10:42 AM PST

Dated: 1/8/2025

Approved as to Form:

Signed by:

0F98C5BE986E476...

Deputy County Counsel

Dated: 2/6/2025 | 8:31 AM PST

*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.