

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & Ecogreen Solutions Inc.**

THIS AMENDMENT is made to the AGREEMENT for energy efficiency retrofit services by and between **Ecogreen Solutions 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. 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 \$145,559.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$219,865.14*"
2. EXHIBIT A – Scope of Services shall be amended by adding several additional services as per EXHIBIT A-1 Revised per Amendment #1 attached hereto.
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 April 29, 2025.

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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: 6/13/2025

DocuSigned by:
Patricia Ruiz
EF98F64E5745476

Deputy Auditor/Controller

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

Dated: 6/16/2025 | 11:21 AM PDT

Printed Name and Title

Approved as to Liability Provisions:

Dated: 6/13/2025

Signed by:
David Bolton
6B8FDC263FE9243C

Risk Management

Dated: 6/16/2025 | 9:59 AM PDT

Approved as to Form:

Signed by:
Kelly L. Danton
1F7F8CCEBAC44A7

Deputy County Counsel

Dated: 6/16/2025 | 9:03 AM PDT

*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.

EXHIBIT-A-1

To Agreement by and between
[County Administrative Office], hereinafter referred to as "County"
AND
[EcoGreen Solutions], hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As a Pacific Gas & Electric designated implementor, CONTRACTOR shall provide ASHRAE Level 2 energy audits of various County facilities and possible energy efficiency measures available under the Pacific Gas & Electric On-Bill Financing Program. If the County elects to implement recommendations, CONTRACTOR will implement the recommended energy efficiency measures approved by the County of Monterey Board of Supervisors per the County's request.

All audit materials, data, and reports produced by the CONTRACTOR shall become property of the County.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$219,865 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Initial Scope in Exhibit A:

Lake Nacimiento & Resort: \$47,283.15
San Antonio Lake & Resort: \$79,675.47
Royal Oaks Park & San Lorenzo Park: \$18,600.26

Additional Scope provided by this Exhibit A-1:

San Lorenzo Park: \$11,080.76
Lake Nacimiento & Resort: \$4,575.12
San Antonio Lake & Resort: \$58,650.38

B.2

Nothing shall be construed as obligation of payment from the County to the CONTRACTOR for the services set forth in this Exhibit A-1.

B.3

The County has complete discretion whether to implement none, selected, or all of the suggested efficiency measures.

B.4

CONTRACTOR shall be reimbursed solely through their relationship with Pacific Gas & Electric as a designated On-Bill Finance implementor.

There shall be no travel reimbursement allowed during this Agreement.

C.1 CONTRACTORS BILLING PROCEDURES

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.