

## **AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ARC Alternatives**

**THIS AMENDMENT #2** is made to the PROFESSIONAL SERVICES 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 entered into an AGREEMENT for the term of October 1, 2022 to July 31, 2024, for a total not to exceed contract amount of \$160,000; and,

**WHEREAS**, the County and CONTRACTOR executed RENEWAL AND AMENDMENT No. 1 to the AGREEMENT, revising Exhibit A-1, extending the term through July 31, 2026, and increasing the agreement by \$208,600 for a revised not-to-exceed contract amount of \$368,600;

**WHEREAS**, the County and CONTRACTOR mutually desire to execute an AMENDMENT No. 2 to the AGREEMENT, revising Exhibits A-1 as attached hereto, extending the term through June 30, 2027, and increasing the agreement by \$177,060 for a revised not-to-exceed contract amount to \$545,660; and,

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

1. **Paragraph 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 \$368,600” **and replacing it with** “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$545,660.”
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from 10/01/2022 to 7/31/2026, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from 10/01/2022 to 6/30/27, unless sooner terminated pursuant to the terms of this Agreement”.
3. **Paragraph 4, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”, shall be amended to the following:** *“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Revised Exhibit A-1*
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 this AMENDMENT No. 2 shall be attached to AMENDMENT No. 1 and the original AGREEMENT dated October 1, 2022.

**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.

