

**FIRST ADDENDUM TO AGREEMENT BY AND BETWEEN THE COUNTY OF MARIN  
AND STRATEGIC ENERGY INNOVATIONS ORIGINALLY DATED FEBRUARY 24, 2004  
REGARDING THE MARIN ENERGY MANAGEMENT TEAM.**

**THIS FIRST ADDENDUM** is made and entered into this 14<sup>th</sup> day of February 2006, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Strategic Energy Innovations (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for Professional Services dated February 24, 2004 ("Agreement"); and

WHEREAS, the agreement obligated Contractor to provide energy expertise for the Marin Energy Management Team;

WHEREAS, the parties now desire to further amend the agreement to reflect a modification in the contract amount and completion date that was in the original contract;

NOW, THEREFORE, the parties agree to modify Section 4 "Maximum Cost to the County," Section 6 "Contract Performance Time" and "Exhibit B: Compensation or Fees to be paid to the Contractor".

**AGREEMENT**

1. Section 4 is hereby amended to read as follows:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$259,446 including direct non-salary expenses.

2. Section 6 is hereby amended to read as follows:

Time for performance of all tasks and deliverables shall be as set forth in Exhibit A, and shall be completed and ready for acceptance no later than June 30, 2006.

3. Exhibit B is hereby amended to read as follows:

Exhibit B Compensation or Fees to be paid to the contractor:

The maximum compensation for labor, travel and materials is not to exceed \$259,446. This is decreasing compensation by a total of \$14,997. This results from a decrease of \$16,997 in allocation for expenses relating to travel and literature and an increase of \$2,000 in labor for performing additional services within the original scope of work.

Note: Funding for these fees are provided by the prime contract #4600015586 between the County and PG&E. There will be no fiscal impact to the County of Marin.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first written above.

"County"

"Contractor"

County of Marin

By: \_\_\_\_\_  
Susan L. Adams  
President, Board of Supervisors

\_\_\_\_\_  
Cyane Dandridge, Strategic Energy Innovations