

**FOURTH ADDENDUM TO AGREEMENT BY AND BETWEEN THE COUNTY OF MARIN
AND KENWOOD ENERGY ORIGNAILLY DATED December 14, 2004 REGARDING THE
MARIN ENERGY MANAGEMENT TEAM.**

THIS FOURTH ADDENDUM is made and entered into this 14th 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 Kenwood Energy (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for Professional Services dated December 14, 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 that was in the original contract;

NOW, THEREFORE, the parties agree to modify Section 4 "Maximum Cost to the County" 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 \$162,300 including direct non-salary expenses.

2. 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 \$162,300. This is increasing compensation by \$4,800 for performing additional services within the scope of work as outlined in the Second Addendum.

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"
County of Marin

"Contractor"

By: _____
Susan L. Adams
President, Board of Supervisors

Tim Holmes, Kenwood Energy