

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

**THIS SECOND ADDENDUM** is made and entered into this 14<sup>th</sup> day of June 2005, 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 \$149,000 including direct non-salary expenses.

2. Exhibit A is hereby amended to read as follows:

Kenwood Energy will continue to be responsible for coordinating energy management support services. Kenwood Energy will also continue to conduct facility audits, write audit reports, prioritize additional audit and engineering activities, and participate in the training workshops.

In addition to the above mentioned original services, Kenwood Energy will now provide engineering services and technical assistance when more detailed and sophisticated assessment and analysis is required. Such services may include monitoring, investment grade audits, and re-commissioning studies and design services.

Further, Kenwood Energy will have primary responsibility or will assist on the tasks as noted in the list below. Kenwood Energy will be responsible for the deliverables on the tasks for which it has primary responsibility.

<b>Tasks</b>	<b>Timeline</b>	<b>Deliverables</b>	<b>Responsibility</b>
<b>Task 1: Program Administration</b>			
<b>1.1 Administrative</b>			
1.1.1 Setup & maintain contacts, accounting, & reporting	Month 1		Assistance
<b>1.2 Project Planning and Development</b>			
1.2.1 Develop project documents	1st Qtr		Assistance
<b>Task 2: Scoping Mission</b>			

2.1 Develop scoping survey	1st Qtr		Primary
2.2 LG & SD interviews, data collection	1st Qtr		Primary
2.3 LG & SD needs assessment report	End of 1st Qtr		Primary
2.4 Review needs assessment with LG & SD managers	1st Qtr - 4th Qtr		Primary
2.5 Develop EE resource team action plan	End of 1st Qtr		Primary
2.6 Obtain approvals of LG & SD managers for action plans	End of 2nd Qtr	Team action plan	Assistance
<b>Task 3: Energy Accounting</b>			
<b>3.1 UMS database construction</b>			
3.1.1 Collect account, meter, site data	Ongoing	Ongoing Reporting	Assistance
<b>3.2 UMS Monthly Maintenance</b>			
<b>3.3 UMS Training</b>			
3.3.2 Training workshops	2nd Qtr - 4th Qtrs		Assistance
<b>Task 4: EE Opportunity Assessment</b>			
4.1 Perform Facility walkthroughs/staff interviews	2nd Qtr - 4th Qtrs	Energy Management Assessments	Primary
4.2 Prioritize Facility Audits	2nd Qtr - 4th Qtrs		Primary
4.3 Perform Facility Audits	2nd Qtr - 6th Qtrs	Audit reports	Primary
4.4 Prioritize engineering studies	2nd Qtr - 6th Qtrs		Primary
4.5 Prepare Energy Action Plans	3rd Qtr - 6th Qtr	Plans	Primary
<b>Task 5: EE Design and Engineering Assistance</b>			
5.1 Review facility audits	3rd Qtr - 8th Qtr		Primary
5.2 Perform limited studies and investment grade audits	3rd Qtr - 8th Qtr		Primary
5.3 Provide Technical Assistance	3rd Qtr - 8th Qtr		Primary
<b>Task 6: EE Training and Team Building</b>			
<b>6.1 EE Workshops</b>			
6.1.1 Develop Materials/Presentations	2nd Qtr - 4th Qtrs	Workshop Materials & Presentations	Primary
6.1.2 Facility Managers	3rd Qtr - 6th Qtr	Lists of attendees	Primary
6.1.3 Facility Operators	3rd Qtr - 6th Qtr		Primary
6.1.4 Financial Dept Managers	3rd Qtr - 6th Qtr		Primary
6.1.5 Elected Officials	4th Qtr - 7th Qtr		Primary
6.1.6 City and District Staff	2nd Qtr - 4th Qtrs		Assistance
<b>6.2 EE Peer Support Networks</b>			
6.2.1 Coord. Bi-monthly networking meetings	2nd Qtr - Ongoing	Reports on meetings held, attendees	Assistance
6.2.4 Kick off event, closing event	1st Month, Last Month		Assistance
<b>6.3 EE Team Building and Support</b>			
6.3.1 Develop EE Team materials	3rd Qtr		Assistance
6.3.2 Create EE Management Teams	Ongoing		Assistance
6.3.3 Host and Support Team Meetings	3rd Qtr - Ongoing		Assistance
<b>Task 7: Energy Management Support Services</b>			

<b>7.1 Energy Management</b>			
7.1.2 Coordinate PG&E, State, Federal and 3rd party EE program providers	Ongoing		Assistance
7.1.3 Facilitate financing options	Ongoing		Assistance
<b>7.2 Project Management, Tracking and Reporting</b>			
7.2.1 Provide Project Management Assistance	Ongoing		Assistance
7.2.3 Oversee energy accounting database	Ongoing		Assistance
<b>7.3 LG and SD EE Management Policy Planning</b>			
7.3.1 Research EE Management Policies	1st Qtr		Assistance
7.3.2 Develop EE SOP for LG and SD	4th Qtr	Local EE SOP Guide	Assistance
<b>7.4 Capital Improvement Project Review</b>			
7.4.1 Review and Identify capital projects for EE	3rd Qtr - 6th Qtrs	Status Reports	Assistance
7.4.2 Prioritize capital projects for further analysis, potential savings	3rd Qtr - 6th Qtrs		Assistance
7.4.3 Prepare/procure data collection, analysis and reporting	3rd Qtr - 6th Qtrs		Assistance
7.4.4 Facilitate leveraging/procurement/financing EE capital improvement upgrades	Ongoing		Assistance
<b>7.5 Demonstration Classroom &amp; Office</b>			
7.5.1 Identify demonstration location	1st Qtr – 2nd Qtrs		Assistance
7.5.3 Design retrofit measures	1st Qtr – 3rd Qtrs	1 Demonstration Office	Assistance

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 \$149,000. This is increasing compensation by \$54,000 for performing additional services.

Staff time will be billed at the following hourly rates:

Tim Holmes, PE (principal consultant)      \$125.00      Sam Pierce, PE (staff)      \$105.00

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: \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Tim Holmes, Kenwood Energy