

**FIRST ADDENDUM TO AGREEMENT BY AND BETWEEN THE COUNTY OF MARIN AND RISING SUN ENERGY CENTER ORIGINALLY DATED JANUARY 27, 2009 REGARDING THE MARIN ENERGY WATCH PARTNERSHIP.**

**THIS FIRST ADDENDUM** is made and entered into this 20<sup>th</sup> day of October 2009, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Rising Sun Energy Center (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for Professional Services dated January 27, 2009 ("Agreement"); and

WHEREAS, the agreement obligated Contractor to provide energy efficiency services and incentives for the Marin Energy Watch Partnership; and

WHEREAS, the parties now desire to further amend the agreement to reflect a modification in the total contract amount;

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 \$158,059 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 \$158,059. This is increasing compensation by a total of \$2,020. Specific budget allocations are as follows:

Administrative Costs	\$61,717.93
Marketing and Outreach	\$5,190.80
Direct Implementation (non-incentive)	---
Activity	\$29,958.27
<b>Subtotal Non-Incentive</b>	<b>\$96,867.00</b>
Incentives	\$61,192.00
<b>Contract Total</b>	<b>\$158,059.00</b>

Fees will be paid to contractor for work completed in 2009.

Note: Funding for these fees are provided by the prime Energy Watch Partnership contract between the County and PG&E executed on August 15, 2006 and amended on December 16, 2009. 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: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Jodi Pincus, Rising Sun Energy Center