

ORIGINAL

AGREEMENT FOR SERVICES #317-S1810 / #2704

AMENDMENT III

This Amendment III to that Agreement for Services #317-S1810, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TerraVerde Energy LLC, a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Larkspur Landing Circle, Suite 155, Larkspur, California 94939 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant was engaged by County to assist the Chief Administrative Office's Facility Division in submitting an interconnection application regarding the covered parking and solar farm elements of the Public Safety Facility, in accordance with Agreement #317-S1810 dated December 11, 2017, and Amendment I dated February 2, 2018, both incorporated herein, including all attachments and exhibits thereto, and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add additional services, increase term and increase compensation, hereby amending **ARTICLE I – Scope of Services, ARTICLE II – Term, and Article III – Compensation for Services**.

NOW THEREFORE, the parties agree that Agreement for Services #317-S1810 / 2704 shall be amended a third time as follows:

ARTICLE I is hereby amended to add a new scope of services, Request for Proposal Process phase, to read as follows:

Request for Proposal Process:

1. Collect County specifications and incorporate into Request for Proposal (RFP) document.
2. Gather all applicable project data for inclusion in RFP.
3. Prepare Purchase Power Agreement (PPA) template contract documents.
4. Prepare template RFP documents including RFP instructions, forms and calculators.
5. Create complete draft RFP documents package for County review.
6. Participate in RFP package review with County as required.
7. Modify RFP documents per County final review.
8. Arrange and attend meetings as required (as many as necessary as deemed by County).
9. Issue RFP to selected vendors and distribution lists.
10. Arrange and attend site walk with RFP respondents.

11. Respond to RFP Requests for Information (RFIs) and update RFP with addendums, as required.
12. Review RFP response packages.
13. Prepare quantitative and qualitative evaluations of RFP responses and review with County.
14. Arrange and attend short list interviews with County selected RFP respondents.
15. Respond to client questions regarding short list interview process.
16. Conduct Best and Final Offer (BAFO) process with client selected respondents.
17. Update financial analysis.
18. Assist County with contract negotiations.
19. Assist with required documents and attend governing body meeting for contract approval.
20. Assist County with public outreach for community (as required).

ARTICLE II is hereby amended in its entirety to read as follows:

Term: This Agreement shall become effective upon final execution by both parties hereto and, as amended, shall cover the period of December 11, 2017 through December 31, 2019.

ARTICLE III - Compensation for Services is amended as follows:

1. **Paragraph one (1) is amended to insert at the end of the paragraph the following:**

County agrees to pay Consultant the following lump sum amounts upon completion of the following as outlined in the Request for Proposal Process as described in **ARTICLE I – Scope of Services:**

Delivery of draft RFP package to County	\$ 14,902
Delivery of final RFP package to County	\$ 30,625
Release RFP, conduct site walk, respond to RFIs	\$ 10,820
Deliver evaluation of RFP responses to the County	\$ 19,768
Deliver updated project financials based on results of the RFP process	\$ 6,260
Complete shortlisting of RFP Respondents process/Contract Negotiations	\$ 11,075
Estimated Expenses*	\$ 2,500
Total of Request for Proposal Process	\$ 95,950

* Printing, postage, miscellaneous office expenses shall be billed at cost. Travel charges shall be billed at current IRS rates.

Payment shall be made within forty-five (45) days following the County's receipt and approval of invoice(s).


2. **Paragraph two (2) is amended in its entirety to read as follows:**

The total amount of this Agreement, as amended, shall not exceed \$157,235.00, inclusive of all costs and expenses.

Except as herein amended, all other parts and sections of that Agreement #317-S1810 shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #317-S1810 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 9-11-18
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

TERRAVERDE ENERGY LLC
A Delaware Corporation

By:  Dated: 8/20/18
Rick Brown, PhD
Chief Executive Officer &
Corporate Secretary
"Consultant"