

Mesa Energy Systems, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #2864

THIS SECOND AMENDMENT to that Agreement for Services #2864 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 Mesa Energy Systems, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2 Cromwell, Irvine, California 92618 and whose local office address is 3906 Kristi Court, Sacramento, California 95827 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide on-call calibration, testing, reporting, routine and recurring maintenance, and repair services for boiler, chiller, cooling tower, air handling and heating, ventilating, refrigeration and air conditioning systems at various County-operated facilities for the Chief Administrative Office, Facilities Division, in accordance with Agreement for Services #2864 dated July 18, 2018, and First Amendment to Agreement for Services #2864, dated February 11, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the term for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to increase the total amount of the Agreement by \$200,000 for a new not-to-exceed amount of \$365,000, hereby amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Service #2864 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto, as amended, and shall cover the period of July 18, 2018 through July 17, 2022.

- II. **ARTICLE III, Compensation for Services**, of the Agreement, third paragraph is amended to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$365,000, inclusive of all Work Orders, costs, taxes, and expenses.

Except as herein amended, all other parts and sections of Agreement for Services #2864, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #2864 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- MESA ENERGY SYSTEMS, INC. --

By:  _____

Dated: 7/21/20

Robert Lake
President
"Consultant"

By:  _____

Dated: 7/21/20

Stephen Hunt
Chief Financial Officer