

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT BETWEEN TRC ENGINEERS, INC. AND  
CENTRAL COAST COMMUNITY ENERGY**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on August 11, 2022 is entered into by and between CENTRAL COAST COMMUNITY ENERGY (“CCCE”) and TRC Engineers, Inc. (“CONTRACTOR”); (CCCE and CONTRACTOR are referred herein as “party,” or collectively, as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, CCCE and CONTRACTOR entered into the Agreement on August 11, 2022, to provide goods and/or services generally described as consulting services to support CCCE Member Agency reach code adoption; and

**WHEREAS**, CCCE seeks to add \$200,000 from the Energy Programs Budget to the Agreement to continue consulting services in support of Member Agency reach code adoption; and

**WHEREAS**, CCCE seeks to extend the term of the Agreement to September 30, 2025;

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Amend the first sentence of Section 3.1 to read as follows:

The term of this Agreement is from the date of execution until September 30th, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 2.1 to read as follows:

2.1. CCCE shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by CCCE to CONTRACTOR under this Agreement shall not exceed (the “NTE”) the sum of \$321,935 as follows:

2.1.1. The NTE in FY 2021-2022 shall not exceed \$21,935.

2.1.2. The NTE in FY 2022-2023 shall not exceed \$100,000

2.1.3 The NTE in FY 2023-2024 shall not exceed \$100,000 or such amount consistent with the approved FY 2023-2024 Operating Budget.

2.1.4 The NTE in FY 2024-2025 shall not exceed \$100,000 or such amount consistent with the approved FY 2024-2025 Operating Budget.

3. Replace Exhibit B with Exhibit B-1, attached and incorporated herein.
  
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect.
  
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
  
6. This Amendment No. 1 shall be effective when signed by both parties.

### Exhibit B-1: Payment Terms

CONTRACTOR will be paid on a time and materials basis to complete the tasks outlined in Exhibit A: Scope of Work. The total not to exceed amount of this Agreement is \$321,935.00. The budget is inclusive of travel costs and materials. It does not include printing and distribution of marketing materials or translation services. Without impacting the total not to exceed amount, task budgets may be reallocated between tasks without a contract amendment upon written approval by CCCE.

<b>Table B-1</b>	<b>FY 2021 - 2022 &amp; FY 2022 - 2023</b>	<b>FY 2023 - 2024</b>	<b>FY 2024 - 2025</b>
<b>Task 1 - Administration</b>	\$9,917	\$8,000	\$8,000
1.1 Monthly invoicing & reporting			
<b>Task 2 - Outreach and Stakeholder Engagement</b>	\$54,404	\$30,000	\$30,000
2.1 Website development & maintenance			
2.2 Distribution list development			
2.3 Public events			
2.4 Reporting and check-ins			
<b>Task 3 - Municipal Technical Assistance</b>	\$57,614	\$62,000	\$62,000
3.1 Tool Development			
3.2 Adoption Assistance			
3.3 Implementation Assistance			
3.4 Ad hoc research			
<b>Total - Per Fiscal Year</b>	\$121,395	\$100,000	\$100,000
<b>Grand Total</b>	<b>\$321,935</b>		

Rates for key staff are in the table below. Rates shall remain in effect for the term of this Agreement. Adjustments to staff rates shall require written notice of the change at least 30 days prior to the date the change is to become effective and prior written approval by CCCE.

<b>Title</b>	<b>Hourly Rate</b>	<b>Staff</b>
Vice President	\$285	Abhijeet Pande
Director II	\$240	Gwelen Paliaga
Director	\$220	Marian Goebes
Associate Director	\$200	Farhad Farahmand
Senior Project Manager	\$190	Yun Wei, Mayra Vega, Rosie Kang
Project Manager II	\$175	Rupam Singla
Project Manager	\$160	Avani Goyal, Jose Garcia
Associate Project Manager II	\$130	Kristen Bellows
Associate Project Manager	\$120	Cory Griffin, Rohan Gupta, Yolanda Beesemyer, Haley Lindsay

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Vendor

Central Coast Community Energy

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Robert Shaw, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor

Approved as to Form

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Charles Mckee, General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Financial Terms

BY: \_\_\_\_\_

Dewayne Woods, Chief Financial Officer

Date: \_\_\_\_\_