

**CITY OF FULLERTON**  
**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**  
**WITH ALLIE BRIDGE ENERGY SOLUTIONS, INC.**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into this 21st day of September, 2021 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and Allie Bridge Energy Consultants, Inc. ("Consultant").

**RECITALS**

A. City and Consultant entered into a professional services agreement on October 23<sup>rd</sup>, 2020 relating to energy conservation projects (the "Agreement").

B. City and Consultant desire to modify certain terms of the existing Agreement as set forth below in this Amendment.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Section 2.0 of the Agreement is amended as follows:

2.0. COMPENSATION AND BILLING

2.1 Compensation. Consultant shall be paid a Non-contingent Fee amount of \$80,000. The Non-contingent Fee will be due to Consultant even if the City does not decide to go forward with any of the Energy Conservation Measures identified for the City. In addition to the fixed Non-contingent Fee, City agrees to pay an amount for Consultant services equal to 0.75% of the gross cost of the Energy Conservation Measures selected by the City for construction (the "Implementation Fee"). If the City chooses to proceed with the construction of Energy Conservation Measures, then the project awardee shall include the Non-contingent Fee and the Implementation Fee into the total project price and incorporated into the "paid from savings" economics. Notwithstanding the above, however, the total of all fees paid shall have a payment cap, and shall not exceed, One Hundred Fifty Thousand and 00/100 Dollars (\$150,000).

2. Effectiveness of Agreement. Except as expressly amended by this Amendment No. 1, the Agreement and all prior amendments shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in one or more counterparts, each

of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

4. Corporate Authority. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

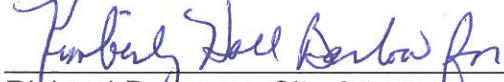
**CITY OF FULLERTON**

By: \_\_\_\_\_

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

Steve Danley, Acting City Manager

Approved as to Form:

  
\_\_\_\_\_  
Richard D. Jones, City Attorney

**ALLIE BRIDGE ENERGY SERVICES, INC.**

By:  \_\_\_\_\_  
Rebecca Wetzstein, CEO

Date: 9/14/21