

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MESA ENERGY SYSTEMS, INC.**

**PREAMBLE**

This agreement (“Amendment No. 2”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mesa Energy Systems, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Services between the City of Santa Clara, California, and Mesa Energy Systems, Inc.”, dated on or about December 15, 2021 (Agreement) for the purpose of having Contractor provide as-needed inspection, repair, and maintenance services for heating, ventilation, air conditioner (HVAC), and chiller systems;
- B. The Agreement was previously amended by Amendment No. 1, dated February 22, 2024, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties now wish to amend the Agreement as Amended to increase maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 6 of the Agreement as Amended, entitled “COMPENSATION AND PAYMENT” is amended to read as follows:

“In consideration for Contractor’s complete performance of Services, City shall pay Contractor in accordance with Exhibit B, entitled “SCHEDULE OF FEES AND PAYMENT PROVISIONS – EFFECTIVE FEBRUARY 1, 2024.” The maximum compensation of this Agreement is two million dollars (\$2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum

compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**MESA ENERGY SYSTEMS, INC.**  
a California corporation

Dated: 3-7-2024  
By (Signature): *Mark L Collins*  
Name: MARK COLLINS  
Title: VP/GM  
Principal Place of Business Address: 14450 Doolittle Dr.  
San Leandro, CA 94577  
Email Address: mcollins@emcor.net  
Telephone: (510) 670-1690

"CONTRACTOR"