

**FIRST AMENDMENT TO
ENERGY SERVICES CONTRACT
TULARE COUNTY AGREEMENT NO. 30382**

This First Amendment (“Amendment”) to Energy Services Contract (Tulare County Agreement No. 30382 or the “Contract”) is entered into as of October 22, 2024 by and between ENGIE Services U.S. Inc. (“ENGIE Services US”) and County of Tulare (“County”), with reference to the following:

WHEREAS, ENGIE Services US and County entered into the Contract, Tulare County Agreement No. 30382, on October 5, 2021, which provided for the design and installation of solar Generating Facilities and other energy conservation measures; and

WHEREAS, on August 16, 2022, the Internal Revenue Code was revised to permit local governmental agencies to take advantage of certain tax credits not previously available to nonprofit entities, pursuant to section 13801(a) of Public Law 117–169, 136 Stat. 1818, 2003, commonly referred to as the Inflation Reduction Act of 2022 (IRA); and

WHEREAS, pursuant to the statutes and regulations adopted in conjunction with the IRA, local government agencies now qualify as “applicable entities” permitted to receive direct payments in lieu of renewable energy tax credits; and

WHEREAS, ENGIE Services US and County now wish to amend the Contract as set forth herein.

ACCORDINGLY, County and ENGIE Services US Agree as follows:

1. Article 13 of the Contract is hereby deleted in its entirety and the following new Article 13 is substituted therefore:

“County shall own all Renewable Energy Credits (“RECs”) or other credits attributable to the production of electrical energy and avoided emissions from the Generating Facilities. ENGIE Services U.S. shall reasonably consult with County and shall provide any such information and/or services reasonably requested by County to confirm County’s ownership of such credits. ENGIE Services U.S. shall not be responsible for compliance, certification, reporting or other requirements associated with the sale, ownership, rights, or certifications for these credits.”
2. No Other Changes. Except as set forth in this Amendment, no other modifications are being made to the Contract and the Contract shall remain in full force and effect. Capitalized terms not defined herein shall have the meanings ascribed to them in the Contract.
3. Counterparts. This Amendment may be executed in multiple counterparts, and counterpart signature pages may be assembled to form a single, fully executed.

Date 6/17/2024

ENGIE Services US Inc

DocuSigned by:
By *Courtney Jenkins*

C333BFFB0042485
Print Name Courtney Jenkins

Title Vice President and General Manager DS
CM

Date 6/17/2024

DocuSigned by:
By *Sarah Pearce*

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Print Name Sarah Pearce

Title CFO, Treasurer and Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

COUNTY OF TULARE

Date 10/22/2024

By *[Signature]*
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare



By *[Signature]*
Deputy Clerk

Approved as to Form:
County Counsel
By *Patrick Beck*
Deputy

Matter # 2024657