

Project Name: Energy Information System Provider

**FOURTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
SITELOGIQ, INC.**

Contract No. 12649- 2021

THIS FOURTH AMENDMENT to the Agreement for Professional Services by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **SITELOGIQ, INC.** ("Consultant"), entitled Energy Information System Provider and dated January 26, 2021 and amended on January 18, 2022, December 15, 2022, and January 16, 2024 (herein "Agreement") is made this 3rd day of December, 2024.

RECITALS

- A. City needs to expand the scope of work to include integration of Building Automation System (BAS), electricity, gas, and solar photovoltaic (PV) data from Los Robles Golf Course (LRGC) in the Energy Information System and wishes to modify this Agreement in order to reflect such changes. Consultant is desirous of accepting such changes to the scope of work and receiving additional compensation therefor.
- B. Section 3 of Agreement currently, and as may have been previously amended, provides for a "not-to-exceed" total compensation of \$112,037.72 for Consultant services generally and briefly described as monitoring of the BAS and Energy Information System (EIS), EIS software maintenance and hosting. City is in need of increasing the not to exceed amount to cover the change in the Scope of Work.
- C. Section 5 of the Agreement currently, and as may have been previously amended, provides for a termination date of January 25, 2025 unless the Agreement is extended or terminated.
- D. City and Consultant desire to extend the term of this Agreement for one (1) year.
- E. City is in need of adding additional language regarding the Levine Act to comply with state law.
- F. City and Consultant desire to make the above referenced amendments while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Agreement agree to amend Agreement as described below:

Part 1. The term of this Agreement is hereby extended to January 25th, 2026, and Section 5 Paragraph 1 is amended to read as follows:

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to January 25th, 2026, unless term of this Agreement is extended, or the Agreement is terminated as provided for herein.

Part 2. EXHIBIT B EIS DATA is hereby amended to include BAS, electricity, gas, and solar PV data from LRGC. The table under FACILITIES is hereby replaced with the following:

Facility	BAS	Electricity	Gas	Solar PV	Cogen	Electricity Submeters
401 W. Hillcrest Dr.		X	X	X		
403 W. Hillcrest Dr.		X	X	X		
Cameron Center		X	X	X		
Civic Arts Plaza	X	X	X			X
Civic Arts Plaza Parking		X				
Goebel Adult Center	X	X	X	X		
Grant Brimhall Library	X	X	X	X		
Hill Canyon Treatment Plant	X	X	X	X	X	
Household Hazardous Waste Facility		X				
Los Robles Golf Course	X	X	X	X		
Municipal Service Center	X	X	X	X		
Municipal Service Center - CNG station		X	X			
Newbury Park Library	X	X	X	X		
Teen Center	X	X	X	X		
Transportation Center		X		X		

Part 3. The Schedule of Fees detailed in EXHIBIT C of Contract is hereby replaced by Exhibit C-1, attached hereto and incorporated herein.

Part 4 The sum of \$32,022.08 is added as compensation to Consultant under the Agreement for the above-described additional services and one-year extension, and Section 3(a) Paragraph 1 of Agreement is hereby amended to read as follows:

(a) **Maximum and Rate.** The compensation payable to Consultant by City for the services under this Agreement SHALL NOT EXCEED the sum of \$144,059.80 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Part 5. A new Section 31 entitled "Levine Act Compliance" is hereby added to the Agreement to read as follows:

31. LEVINE ACT COMPLIANCE

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also requires parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit D, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit D in compliance of these requirements.

Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to an agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Agreement, and for the 12 months following award of this Agreement. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

Part 6. All terms used in Parts 1 through 5 above shall have the meanings ascribed thereto in the Agreement. Except as amended in Parts 1-5 above, all other sections, terms, obligations, duties, clauses, and provisions of Agreement shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Agreement as of the date set forth above.

SITELOGIQ, INC.

Ryan Hoest Vice President,
Technology Services

Colm Lennon, Chief Technology
Officer

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

**APPROVED AS TO FORM:
Office of the City Attorney**

Tracy Friedl, Assistant City Attorney

EXHIBIT C-1
SCHEDULE OF FEES

The project billing will be per the following schedule:

Item No.	1	2	3	4	5	Total Payment
Item Description	Monitoring of building automation systems and EIS	Software maintenance and hosting	Supporting services	HCTP and MSC BAS setup	LRGC BAS, electricity, gas, and solar PV setup	
Original Agreement	\$11,595.79	\$4,028.29	\$4,600.00			\$20,224.08
First Amendment	\$11,595.79	\$4,028.29	\$4,600.00			\$20,224.08
Second Amendment	\$11,595.79	\$4,028.29	\$4,600.00			\$20,224.08
Third Amendment	\$16,477.15	\$7,572.05	\$4,600.00	\$22,716.28		\$51,365.48
Fourth Amendment	\$12,693.79	\$4,028.29	\$4,600.00		\$10,700.00	\$32,022.08
Not-to-exceed	\$63,958.31	\$23,685.21	\$23,000.00	\$22,716.28	\$10,700.00	\$144,059.80

1. Monitoring of building automation systems and EIS: Billed monthly as detailed in the Scope of Work (Exhibit A).
2. Software maintenance and hosting: Billed annually at the beginning of the year.
3. Supporting services: Billed monthly for work completed that month.
4. HCTP and MSC BAS setup: Billed monthly for work completed that month.
5. LRGCBAS, electricity, gas, and solar PV setup: Billed monthly for work completed that month.

SitelogIQ, Inc. Rates

Labor Category	Hourly T&M Rate
Staff Engineer	\$105/hour
Senior Engineer	\$115/hour
Principal Engineer	\$150/hour

EXHIBIT D



LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

The Levine Act (Gov Code § 84308) DOES NOT apply to this proposal/application

The Levine Act (Gov Code § 84308) DOES apply to this proposal/application and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$250 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal/application, the date you completed this form, or the anticipated date of any Council action related to this proposal/application?

YES

NO

Council Member Name	Payee Name	Payment Date	Payment Amount

2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$250 (aggregated) to any City Council member in the 12 months following any City Council action related to this proposal/application? **** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

YES

NO

Council Member Name	Payee Name	Payment Date	Payment Amount

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this proposal/application. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this proposal/application.

<u>11/14/2024</u>	<u>Colm Lennon / Chief Technology Officer</u>	<u>SitelogIQ Inc.</u>
Date	Printed Name/Title of Authorized Representative	Name of Business/Legal Entity



Signature

***** You must submit a supplemental form if you make any new reportable contribution(s) while the proposal/application is being considered *****

** "Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; (2) all contributions made by an agent of the party or participant; and (3) all contributions made by an individual or entity required to be aggregated with the party or participant, and any agent of the party or participant.