

**CONSULTING SERVICES CONTRACT
FOR ENERGY CONSULTING AND MANAGEMENT SERVICES WITH
TFS ENERGY SOLUTIONS, LLC
AMENDMENT #1**

This Amendment, dated October 1, 2020 (hereinafter called "Amendment"), is entered into between the **CITY OF MESQUITE**, a Texas home-rule municipal corporation, of Dallas County, Texas (hereinafter called "City") and **TFS ENERGY SOLUTIONS, LLC** d/b/a Tradition Energy, a Delaware limited liability company duly authorized to transact business in the State of Texas, with an address of 9 West Broad Street, 9th Floor, Stamford, CT 06902-3734 (hereinafter called "Consultant"). This document amends the original contract entered into on the 17th day of May 2018, and renewed on April 23, 2019 and again on February 24, 2020, between the parties (the "Contract").

1. The Contract is hereby amended to include additional details and services to be performed by Consultant as follows:

Demand-Side Management

Scope of work includes assisting Participating Public Agencies in identifying ideal demand-side solutions that meet their needs. Following an evaluation of available solutions and providers, Consultant will recommend those that best meet the needs of the Participating Public Agency. Services in this category may include, but are not limited to:

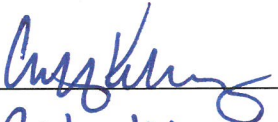
- Assessment of operations and on-site equipment
- Determine utility incentives and financing options
- Evaluation of economic and environmental savings
- Formulation of energy efficiency plans
- Analysis of compliance with state/local energy codes
- Retrofits to Interior/Exterior Lighting
- Upgrades to Occupancy Controls & Energy Management Systems
- Improvements to HVAC Systems (VFD, Motors, Pumps, etc.)

For Demand- Side Management Services set forth in Section 12 of Consultant's Technical Proposal, the demand-side provider will share a percentage of their revenue with Consultant, 5%-15%.

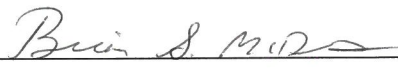
2. To the extent not in conflict with this Amendment, all other terms, provisions, conditions, and obligations of the Contract between City and Consultant shall remain in full force and effect, and said Contract and this Amendment No. 1 shall be construed together as a single contractual agreement.
3. This Amendment No. 1 does not increase or modify any not-to-exceed amounts previously agreed to by the City and Consultant.

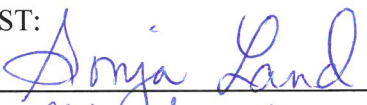
EXECUTED this 4th day of Jan., ²⁰²¹~~2020~~, by City, signing by and through its City Manager duly authorized to execute same by the City Council, and by Consultant.

**CITY OF MESQUITE
(CITY)**

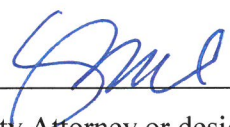
By: 
Title: City Manager

**TFS ENERGY SOLUTIONS, LLC
(CONSULTANT)**

By: 
Title: Executive Director

ATTEST:
By: 
Title: City Secretary

APPROVED AS TO FORM:


City Attorney or designee