

**AMENDMENT NO. 1
FOR
UTILITY MANAGEMENT AND BILLING SYSTEM**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and EnergyCAP, Inc., with a place of business at 2026 Sandy Drive, State College, Pennsylvania (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-18011369 for Utility Management and Billing System, effective May 1, 2018 through April 30, 2021, in the amount of \$340,671.00, (“Contract”); and,

WHEREAS, the Parties now desire to renew the Contract; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. This amendment is effective May 1, 2021 through April 30, 2023 with a total Contract amount not to exceed \$135,067.50.
2. Article 2 of the Contract shall be amended to read in its entirety as follows:
 2. **Term of Contract:** Contract shall be effective May 1, 2021 and shall continue for two (2) year(s) from that date, unless otherwise terminated as provided herein.
3. Article 3 of the Contract shall be amended to read in its entirety as follows:
 3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional, two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods shall be subject to approval by the County of Orange Board of Supervisors.

Annual fee is subject to CPI increase; percentage not to exceed 5%.
4. Article 12 of the Contract has been deleted in its entirety.
5. Article 21 shall be amended to read in its entirety as follows:
 21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other

