

**FIRST AMENDMENT  
TO  
APPLICATION HOSTING AND  
TECHNOLOGY SUPPORT SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2020, by and between the CITY OF ORANGE, a municipal corporation (“City”), and ESO SOLUTIONS, INC., a Texas corporation, assignee of Xerox Government Systems, LLC, (“Contractor”), with reference to the following:

A. City and Contractor entered into an Application Hosting and Technology Support Services Agreement (Agreement No. 6258) dated as of September 1, 2015, which is incorporated herein by this reference (the “Original Agreement”); and

B. Xerox Government Systems, LLC has assigned the Original Agreement to ESO Solutions, Inc. (henceforth, “Contractor”), and City consents to this assignment; and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by extending the term, modifying the services, and increasing the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3.     **Revised Term.** Section 2.0 of the Original Agreement, Term, is hereby revised to reflect a termination date of August 30, 2021.

Section 4.     **Revised Services.** Section 3.0, Exhibit A, of the Original Agreement, Services, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 5.     **Revised Compensation.** Section 8.1 of the Original Agreement, Charges, is hereby revised to include compensation for the additional services to be rendered pursuant to Exhibit A of this First Amendment in an amount not to exceed TWENTY-NINE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS and 00/100 (\$29,418.00).

Section 6.     **Revised Notice.** Section 15.7 of the Original Agreement, Notices, is hereby revised to reflect the following notices:

If to Customer, to:

City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866  
Attn: Rosie Flores, Plan Examiner

If to ESO, to:

ESO Solutions, Inc.  
9020 N. Capital of Texas Highway  
Austin, TX 78759  
Attn: Marilee Murphy, Account Manager

Section 7.     **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

**[Remainder of page intentionally left blank; signatures on next page]**

**IN WITNESS** of this Agreement, the parties enter into this Agreement on the year and day first above written.

“CONTRACTOR”

“CITY”

ESO SOLUTIONS, INC., a Texas corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Mark A. Murphy, Mayor

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:** If Contractor is a corporation, the City requires the following signature(s):

-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**EXHIBIT “A”**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]