

This Amendment No. 1 to that certain “Agreement for Smart Grid Project Implementation of Advanced Metering Infrastructure and Related Technologies” (“Amendment”) is entered into as of the last date signed below (“Amendment Effective Date”) by and between the City of Leesburg, a Florida Municipal Corporation, organized and existing under the laws of the state of Florida (“Customer”) and General Electric Company, a corporation organized and existing under the laws of the state of New York (“Contractor”). Customer and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Contractor and Customer are parties to that certain Agreement for Smart Grid Project Implementation of Advanced Metering Infrastructure and Related Technologies entered into by the Parties effective as of 28th day of November, 2011, including all addenda, attachments, exhibits or supplements thereto (the “Agreement”): and, further,
- B. The parties collectively desire to amend the Agreement as set forth in this Amendment.
- C. Unless otherwise defined in this Amendment, any capitalized term used herein shall have the same meaning ascribed to it in the Agreement.

AGREEMENT

In consideration of the foregoing and the mutual promises contained herein, the parties hereby agree as follows:

1. Amendment of Agreement. Amend the Agreement as follows:
 - a. Insert the following paragraph in Tab 2 section 1, below item (a) “Access to Records” as a second paragraph:

“In the event the DOE exercises its rights stated above to access Contractor’s records, the Customer, State/Federal agencies, and their authorized representatives will also be granted those same rights to Contractor’s records.”
 - b. Add the following language to the Agreement under Tab 1 of Article 5 as the second paragraph:

“Contractor shall retain all billing and invoicing documentation related to the Work for a minimum of 5 years after the Acceptance Date or effective date of termination whichever comes first.”
 - c. Add the following language to the Agreement in Section 12 of Tab 3 “General Conditions of Contract - ES104 rev4 (Rev. 4) (modified)”. Paragraph shall be labeled as 12.3:

“Contractor shall comply with all applicable laws, codes and standards per this section 12 as well as comply specifically with the Immigration and Nationality Act (Section 274A(e)) while performing the Work as described herein in the Agreement”.

2. **Full Force and Effect.** Except as expressly set forth in this Amendment, all other provisions of the Agreement remain unchanged and in full force and effect. After the Amendment Effective Date, the term “Agreement” as used in the Agreement shall mean the Agreement as amended by this Amendment.
3. **Governing Laws; Dispute Resolution.** The laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Amendment, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the Parties.
4. **Entire Agreement.** This Amendment, along with the Agreement, constitutes the final and entire agreement between the Parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the Parties. Each Party agrees it has not relied upon or been induced by any representation of the other Party not contained in this Amendment.
5. **Precedence.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Amendment.** This Amendment may be amended only by an instrument in writing executed by the Parties hereto.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Amendment. Any electronic facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF the Parties have caused this document to be executed by their authorized representatives on the date first above written.

Customer

Contractor

THE CITY OF LEESBURG, FLORIDA

GE Company working through

GE Digital Energy Business

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Mark M. Hura

Smart Grid Commercial Leader

(Title)

(Title)

(Date)

(Date)

Attest:

City Clerk

Approved *(Date)*

as to
form and
content

City Attorney

(Date)