

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR
COASTAL REMOTE SENSING OF THE SAN DIEGO/TIJUANA REGION**

This First Amendment to the Consultant Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and Ocean Imaging, Inc. (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City approved Sole Source #3559, resulting in a contract between the City and Contractor (Contract) to provide coastal remote sensing services for the San Diego/Tijuana Region. The Contract is comprised of the Contract, Resolution 309928, and the City's General Contract Terms and Provisions.
2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
3. The Parties wish to amend the Contract to extend the contract as permitted in the Contract Terms by ordinance and add additional compensation as required for the duration of the contract.

TERMS

1. Section 1.2 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

1.2. Contract Administrator. The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Ami Latker, Marine Biologist III
2392 Kincaid Rd.
(619) 758-2324
ALatker@sandiego.gov

2. Section 2.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

2.1 **Term.** The term of this Agreement shall be from July 1, 2015 through June 30, 2023. The term of this Agreement requires approval by the City Council by ordinance prior to extension award.

3. Section 3.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

3.1 **Amount of Compensation.** City shall pay Consultant for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$1,970,586.00. The proposed annual budget for the three (3) year extension through this Amendment are:

- FY21 (7/1/2020 – 6/30/2021) = \$260,308.00
- FY22 (7/1/2021 – 6/30/2022) = \$268,117.00
- FY23 (7/1/2022 – 6/30/2023) = \$276,161.00

4. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

5. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Ocean Imaging, Inc.

By: Jan Srejtkovsky
 Name: Jan Srejtkovsky
 Title: President
 Date: 3/11/2020

City of San Diego

By: Christiana Gauger
 Name: Interim Director
 Title: Purchasing and Contracting
 Date: 7/28/2020

Approved as to form this 29 day of July, 2020

MARA W. ELLIOTT, City Attorney

By: Christine Leone
 Deputy City Attorney
 Christine Leone
 Print Name