

**FIRST AMENDMENT TO THE TEMPORARY WASTEWATER FLOW MONITORING
AND EVENT NOTIFICATION SERVICES, SOFTWARE, AND EQUIPMENT FOR THE
CITY OF SAN DIEGO SEWER SYSTEM SERVICES AGREEMENT**

This First Amendment to the Temporary Wastewater Flow Monitoring and Event Notification Services, Software, and Equipment Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and ADS Corp (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City approved Sole Source #4163 on June 18, 2020, resulting in a contract between the City and Contractor (Contract) to provide Temporary Wastewater Flow Monitoring and Event Notification Services, Software, and Equipment. The Contract was effective on June 23, 2020 for a period of six (6) months. The Contract is comprised of the Contract 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 term and add additional compensation as required for the continuation of services.

TERMS

For each section of the Contract amendment, do the following:

1. 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 for a period of one (1) year beginning from June 23, 2020 through June 22, 2021. Unless otherwise terminated, this Agreement shall be effective until the completion of the Services. The Term of this Agreement shall not exceed five years unless approved by the City Council by Ordinance.

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

3.1 Amount of Compensation. The City shall pay Contractor for the performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$1,488,803.16 or the amount referenced in the Purchase Order.

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

4. 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.

ADS Corp

By: _____

Name: Joseph J. Goustin

Title: Treasurer

Date: 11/17/20

City of San Diego

By: _____

C. Abarca
Claudia Abarca
Interim Director
Purchasing & Contracting

Date: 11/19/2020

Approved as to form this 20th day of
November, 2020

MARA W. ELLIOTT, City Attorney

By: _____

C. Leone
Deputy City Attorney

C. Leone
Print Name