

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
WATERTALENT LLC FOR  
STAFF AUGMENTATION SERVICES  
(\$99,000 [Original Amount], \$400,000 [Amendment No. 1])**

This Amendment is made and entered into this day of \_\_\_\_\_, by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California ("CITY"), and waterTalent LLC ("CONSULTANT").

WHEREAS, CITY and CONSULTANT entered into an agreement for staff augmentation services on August 30, 2024 ("Agreement"); and

WHEREAS, CITY and CONSULTANT wish to amend the Agreement to increase the compensation by \$400,000, for a total Agreement amount not to exceed \$499,000.

NOW, THEREFORE, the Parties agree as follows:

1. The first paragraph of Section 8, "Payment" of the Agreement, is amended to read:

"Payment shall be made by the CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performances of the services and any reimbursable expenses set forth in this Agreement, CITY agrees to pay CONSULTANT a fee based on verified time and materials not to exceed \$499,000.00. Requests for payments shall be itemized and correspond to the various items of work described in Exhibit A and shall be based on the rate and cost schedule set forth in Exhibit B."

2. The remaining terms of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and waterTalent LLC have executed this Amendment No. 1 on \_\_\_\_\_.

CITY OF SAN MATEO

CONSULTANT

Alex Khojikian  
City Manager

Date \_\_\_\_\_

Tyler Reifert  
Its Authorized Agent  
President

Date

APPROVED AS TO FORM

Linh Nyguen  
Assistant City Attorney

Date \_\_\_\_\_