

**FIRST AMENDMENT  
TO SERVICES AGREEMENT**

**XYLEM DEWATERING SOLUTIONS, INC.**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and XYLEM DEWATERING SOLUTIONS, INC, a New Jersey corporation authorized to do business in California ("Company"), with respect to the following:

**RECITALS**

WHEREAS, on or about October 26, 2020, City and Company entered into that certain Services Agreement, for Quarterly Service of Stationary and Portable Pumps; Like-Kind Equipment Rental ("Services").

WHEREAS, City and Company would like to extend the term of the Agreement for two (2) additional years.

WHEREAS, City and Company desire to extend the term of the Agreement to June 30, 2023 for an additional amount totaling Seventy Thousand Dollars (\$70,000).

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Company agree as follows:

1. Section 2, Term of the Agreement is amended to extend the term by two years, to expire on June 30, 2023.
2. Section 3, Compensation/Payment, is hereby amended to include an additional amount of Seventy Thousand Dollars (\$70,000) for a revised total contract amount not to exceed One Hundred Thousand Four Hundred Dollars (\$100,400).
3. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a charter city  
and municipal corporation,

XYLEM DEWATERING SOLUTIONS,  
INC., a NEW JERSEY corporation authorized  
to do business in California

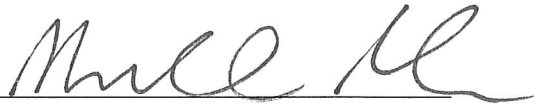
By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Printed Name: Joseph P Johnston


Title: VP

ATTEST:


By: \_\_\_\_\_  
City Clerk

By:  \_\_\_\_\_  
Printed Name: MICHAEL MCGEEVER  
Title: VP FINANCE / CFO

Certified as to funds availability:

By:  \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Ruthann M. Salera  
Deputy City Attorney