

CITY OF STOCKTON  
**STANDARD AGREEMENT AMENDMENT**

|                          |                          |
|--------------------------|--------------------------|
| <b>Agreement Number:</b> | <b>Amendment Number:</b> |
| 424000022                | 1                        |

This Amendment Number 1 to the above referenced Agreement is entered into on \_\_\_\_\_: between the City of Stockton ("City") and SwiftComply US OpCo, Inc. ("Contractor").

**RECITALS**

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by \$154,957 to pay for the Contractor to incorporate stormwater modules into the existing Environmental Control Enforcement Software (System) to automate and streamline the City's compliance with EPA requirements.

Now therefore, the City and the Contractor mutually agree as follows:

1. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

"The maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to: \$384,640.

2. Exhibit A is amended to include the addition of Stormwater modules into the System Scope of Work as outlined in Attachment 1 – Scope of Work

3. Exhibit E, Section 1.1 will be amended to read as follows:

"The maximum the Contractor shall be paid on this Agreement is \$384,640 (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement."  
 Initial Term the maximum not to exceed amount is \$229,683.00  
 Extended Term the maximum not to exceed amount is \$154,957.00  
 Total maximum compensation to be paid to the Contractor under this Agreement for the initial term shall not exceed \$384,640.00

4. Exhibit F is amended to include the addition of stormwater module implementation milestones outlined in Attachment 2 – Timeline.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

SwiftComply US OpCo, Inc

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



01/29/2024

Authorized Signature

Date

OLIVIER TERRIEN, VICE PRESIDENT BUSINESS DEVELOPMENT

Printed Name and Title of Person Signing

6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566

Address

**CITY OF STOCKTON**

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY: