

**FIRST AMENDMENT TO AGREEMENT WITH THIRKETTLE CORPORATION DBA  
AQUA-METRIC SALES COMPANY**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on July 16, 2024, by and between Thirkettle Corporation, doing business as Aqua-Metric Sales Company (“Contractor”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On November 17, 2020, the parties entered into Agreement No. A-2020-231 (“Agreement”) to provide and install a fully functioning Advanced Metering Infrastructure (AMI)/ Meter Data Management (MDM) system, and related software and services. The total compensation under the Agreement was \$29,683,229.61, which included \$1.5 million as a contingency fund.
- B. During the course of the Agreement, the age and condition of the City’s water system infrastructure has resulted in additional expenses beyond the anticipated scope of the original Agreement, requiring additional funds.
- C. The parties now wish to amend the Compensation section in the Agreement to increase the total compensation under the Agreement by \$6,000,000, including replenishment of the contingency fund (\$1.5 million). No other changes are contemplated by this First Amendment.

**The Parties therefore agree:**

1. **Section 2.a., Compensation**, is amended to read as follows:

City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Parts, Material & Pricing - Appendix A**. The total amount to be expended under this Agreement, including any contingency funds, shall not exceed \$35,683,229.61 during the term of this Agreement, including any extension periods exercised under Section 3.

2. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**ATTEST**

**CITY OF SANTA ANA**


\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

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ALVARO NUÑEZ  
Acting City Manager

**APPROVED AS TO FORM**

Sonia R. Carvalho  
City Attorney

**CONTRACTOR**

By:   
\_\_\_\_\_  
Kyle Nellesen  
Assistant City Attorney

  
\_\_\_\_\_  
Tommy Thirkettle  
President/CEO

**RECOMMENDED FOR APPROVAL**

**Nabil Saba**

Digitally signed by Nabil Saba  
Date: 2024.07.09 15:09:26  
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Nabil Saba  
Executive Director  
Public Works Agency