

AMENDMENT NO. 1

**TO THE ON-CALL WELL AND PUMP
MAINTENANCE AND REPAIR SERVICES AGREEMENT**

BETWEEN

THE CITY OF SAN JUAN CAPISTRANO

AND

LEGEND PUMP & WELL SERVICE INC.

1. Parties and Date.

This Amendment No. 1 to the ON-CALL WELL AND PUMP MAINTENANCE AND REPAIR SERVICES AGREEMENT is made and entered into as of this 20th day of February 2021, by and between the City of San Juan Capistrano, a municipal organization organized under the laws of the State of California with its principal place of business at 32400 Paseo Adelanto, San Juan Capistrano, California 92675 (“City”) and Legend Pump & Well Service, Inc., a California corporation with its principal place of business at 1324 W. Rialto Avenue, San Bernardino, CA 92410 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Contractor. The City and Contractor have entered into an agreement entitled “ON-CALL WELL AND PUMP MAINTENANCE AND REPAIR SERVICES AGREEMENT” dated February 20, 2020, (“Agreement”) for the purpose of retaining the services of Contractor to provide maintenance and repair services for on-call well and pump systems.

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend the term of the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Sections 3.5.9 and 3.1.2 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 of the Agreement is hereby amended in its entirety to read

as follows:

3.1.2 Term. The term of this Agreement shall commence on February 20, 2020, and expire two (2) years from the commencement date, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established and mutually agreed upon schedules and deadlines set forth in the Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. The Parties may, by mutual, written consent, further extend the term of this Agreement for an additional one-year period.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

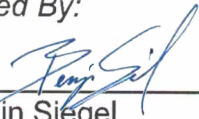
3.5 Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[Signatures on Next Page]

**SIGNATURE PAGE
FOR AMENDMENT NO. 1
ON-CALL WELL AND PUMP MAINTENANCE AND REPAIR SERVICES AGREEMENT
BETWEEN THE CITY OF SAN JUAN CAPISTRANO
AND LEGEND PUMP & WELL SERVICE, INC.**

CITY OF SAN JUAN CAPISTRANO

Approved By:

CV 

Benjamin Siegel
City Manager

3/17/2021


Date

Attested By:



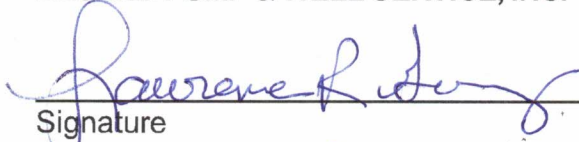
Maria Morris, City Clerk

Approved As To Form:



City Attorney

LEGEND PUMP & WELL SERVICE, INC.



Signature

Lawrence R Gomez

Name

Srlos Engiposa

Title

3/16/2021

Date