

FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL COMMUNICATIONS SERVICES

This First Amendment to the Agreement for Professional Communications Services ("First Amendment") is hereby entered into this 14 of September, 2021, by and between Lambert 20/20 Communications, dba The 20/20 Network ("20/20") and the City of Rialto, municipal corporation and general law city ("CITY"), on the terms and conditions stated below. City and The 20/20 Network are hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into the Agreement for Professional Communications Services September 22, 2020 (the "Agreement").
- B. The Parties mutually desire to amend the Agreement to extend the expiration for an additional year, as to ensure that The 20/20 Network completes its Strategic Communications Plan for the City.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises set forth herein, the Parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 **Section 3.0** is hereby amended to read as follows:

"TERMINATION."

This agreement shall automatically terminate on September 22, 2022, but may be renewed in writing as signed by all parties to this Agreement. Either party may terminate this Agreement upon 30 days written notice to the other party.

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This First Amendment consists of pages 1 through 2 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or

previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the CITY and The 20/20 Network

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

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

FOR THE CITY OF RIALTO

**FOR LAMBERT 20/20 COMMUNICATIONS
(dba THE 20/20 NETWORK)**

Marcus Fuller, City Manager
Date: _____

Steve Lambert
Title: Partner
Date: _____

ATTEST:

Barbara McGee, City Clerk
Date: _____

Name
Title
Date: _____

**APPROVED AS TO FORM
Burke, Williams & Sorensen, LLP**

Eric S. Vail, City Attorney
Date: _____