

**THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this *June 13, 2023*, by and between the City of Rialto, a municipal corporation (“City”) and *Engineering Resources of Southern California*, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *July 28, 2020*, (“Agreement”), whereby Consultant agreed to provide professional *On-Call Plan Checking* services to the City with an annual budget of \$300,000.

2.2 First Amendment. On September 28, 2021, the City and Consultant entered into that certain First Amendment to the Agreement to increase the total contract sum on an annual basis to \$500,000.

2.3 Second Amendment. On March 8, 2022, City and Consultant amended the Agreement by a Second Amendment to revise the Contract Sum provision to identify the Maximum Contract Sum as the amount limited to the budget established by the City Council and to reflect the on-call nature of these services operating on a “pass-through” basis whereby services are only provided to the extent the City has received plans for review and approval and collected the corresponding fees to offset the cost of Consultant’s services.

2.4 Third Amendment. City and Consultant desire to amend the Agreement by this Third Amendment to extend the term of the Agreement by one additional year.

3. TERMS.

3.1 Term. Pursuant to Section 3.4 of the Agreement, the City shall exercise the option to extend the term of the Agreement by one additional year. The Agreement shall terminate on June 30, 2024.

3.2 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement”

appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

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 Third Amendment.

3.4 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.6 Corporate Authority. The persons executing this Third Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment and (iv) the entering into this Third Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO, a municipal corporation

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, a California corporation

By: _____
Arron Brown
Acting City Manager

By: _____
John Matt Brudin, President

Attest:

By: _____
Moe Ahmadi, Vice President

By: _____
Barbara McGee
City Clerk

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

****Two signatures are required if a corporation****