

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE RIALTO HOUSING AUTHORITY
AND
KEYSER MARSTON ASSOCIATES, INC**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this **June 12, 2018** by and between the **Rialto Housing Authority**("Authority") and **KEYSER MARSTON ASSOCIATES, INC.** ("Consultant"). Authority and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. Authority and Consultant entered into that certain Professional Services Agreement dated **April 5, 2016** ("Agreement"), whereby Consultant agreed to provide financial analysis for affordable housing project to the **Authority**.

2.2 Amendment. Authority and Consultant desire to amend the Agreement for the First time to extend the term of the Agreement and increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Compensation. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit C** of the Agreement. The total compensation shall increase by **\$11,000** and not exceed **\$23,000** without written approval of the Authority Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First 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 First Amendment.

3.4 Counterparts. This First 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.

[SIGNATURES ON FOLLOWING PAGE]

AUTHORITY OF RIALTO

CONSULTANT

By: _____
Deborah Robertson
Mayor

By: _____
_____, Name
_____, Title

Attest:

Barbara McGee
Authority Clerk

Approved as to Form:

Fred Galante,
Authority Attorney