

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
KEYSER MARSTON ASSOCIATES, INC**

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **September 27, 2016** ("Agreement"), whereby Consultant agreed to provide financial real estate analysis to the **City**. On **January 27, 2017**, the City and Consultant entered into a First Amendment.

2.2 Amendment. City and Consultant desire to amend the Agreement for the second 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 **\$40,000** and not exceed **\$115,000** without written approval of the City 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 Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second 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 Second Amendment.

3.4 Counterparts. This Second 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]

CITY OF RIALTO

CONSULTANT

By: _____
Deborah Robertson
Mayor

By: _____
_____, Name
_____, Title

Attest:

Barbara McGee
City Clerk

Approved as to Form:

Fred Galante,
City Attorney