

**FIRST AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
BRETT CARLSON CONSTRUCTION**

1. PARTIES AND DATE.

This First Amendment to the Services Contract Agreement ("First Amendment") is made and entered into this July 25, 2017 by and between the City of Rialto ("City") and Brett Carlson Construction ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated December 13, 2016 ("Agreement"), whereby Contractor agreed to provide Board-Up/Abatement services to the City.

2.2 Amendment. City and Contractor desire to amend the Services Contract Agreement for the first time to extend and increase funding for services.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall begin on July 25, 2017 and terminate on June 30, 2018, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation shall increase by \$30,000.00 for services provided in Fiscal Year 2017-18. The total compensation shall not exceed **\$60,000.00** during a fiscal year, 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."

3.3 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.

3.4 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.

3.5 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.

3.6 Corporate Authority. The persons executing this First 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 First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

CITY OF RIALTO

BRETT CARLSON COMPANY

By: _____
Deborah Robertson
Mayor

By: _____
Brett Carlson
Owner

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Fred Galante
City Attorney