

**SECOND AMENDMENT TO THE  
SERVICES CONTRACT AGREEMENT**

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

**1. PARTIES AND DATE.**

This Second Amendment to the Services Contract Agreement ("Second Amendment") is made and entered into this June 26, 2018 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 Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered in to that certain Services Contract agreement dated December 13, 2016 ("Agreement"), whereby Contractor agreed to provide Board-Up/Abatement services to the City for a maximum authorization of \$31,000.00 for Fiscal Year 2017.

2.2 First Amendment. On July 25, 2017, the City and Contractor entered into the First Amendment to the Services Contract Agreement to extend the term and increase funding with a maximum authorization of \$30,000 for Fiscal Year 2018.

2.3 Second Amendment. City and Contractor desire to amend the Services Contract Agreement for a second time to increase the maximum funding in Fiscal Year 2018 to \$49,500.

**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 **June 26, 2018** and continue for one year (based on business needs), 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 the term of the Second Amendment. The total compensation shall not exceed \$49,000.00 during Fiscal Year 2018, 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 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.

3.4 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 Second Amendment.

3.5 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.

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

**CITY OF RIALTO**

**BRETT CARLSON CONSTRUCTION**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deborah Robertson  
Mayor Consultant Name

*Attest:*

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

*Approved as to Form:*

By: \_\_\_\_\_  
Fred Galante  
City Attorney