

**SECOND AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
INTERWEST CONSULTING GROUP**

1. PARTIES AND DATE.

This Second Amendment to the Services Contract Agreement ("Second Amendment") is made and entered into this December 12, 2017 by and between the City of Rialto ("City") and Interwest Consulting Group ("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 into that certain Services Contract Agreement dated August 9, 2016 ("Agreement"), whereby Contractor agreed to provide structural plan check and fire plan check services to the City.

2.2 Amendment. On July 25, 2017, City and Contractor approved a First Amendment to the Services Contract Agreement to increase funding for services.

2.3 Amendment. City and Contractor desire to amend the Services Contract Agreement for a second time to extend the term 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 pursuant to this Second Amendment shall begin on December 12, 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) approved under this Second Amendment under this Agreement. The total compensation shall not exceed **\$130,000.00** (One Hundred and Thirty Thousand Dollars and Zero Cents) 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 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

INTERWEST CONSULTING GROUP

By: _____
Deborah Robertson
Mayor

By: _____
Consultant Name

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Fred Galante
City Attorney