

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND ALTA PLANNING + DESIGN, INC.

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this *January 8, 2019*, by and between the City of Rialto ("City") and *Alta Planning + Design, 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 *February 23, 2016*, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to the Active Transportation Program, Safe Routes to School Program Development and Engineering Services, Project Number 160809 in the amount of \$1,121,420.

2.2 Amendment 1. City and Consultant entered into Amendment #1 to the Agreement on May 25, 2017 to add Rialto Unified School District as Additional Insured.

2.3 Amendment 2. City and Consultant desire to amend the Agreement, by this Second Amendment to include additional tasks for the project as set forth in "Exhibit A", to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

"The additional services to be provided pursuant to this Second Amendment to the Agreement are more particularly described in "Exhibit A", attached hereto and incorporated herein by this reference."

3.2 Scope of Work. The following paragraph is hereby added to Section 1 of the Agreement:

"Consultant's scope of work for the additional services included in this Second Amendment to the Agreement is described on "Exhibit A", attached hereto and incorporated herein by this reference."

3.3 Payment Terms. The following paragraph is hereby added to Section 2 of the Agreement:

“Consultant shall be compensated for the additional services included in the Second Amendment to the Agreement as set forth in “Exhibit A”, attached hereto and incorporated herein by this reference, which shall not exceed \$39,200.00 (*Thirty-nine thousand, two hundred dollars and zero cents*). The total compensation to the amended Agreement shall not exceed \$1,160,620 (*One million, one hundred, sixty thousand, six hundred twenty dollars and zero Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 3 of the Agreement:

“The additional services included in the Second Amendment to the Agreement as set forth in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin promptly upon the City Council’s approval of the Second Amendment and shall be completed within the time designated in “Exhibit A””

3.5 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.

3.6 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.

3.7 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.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

ALTA PLANNING + DESIGN, INC.

By: _____
Deborah Robertson
Mayor

By: _____
Signature

Printed Name/Title

Attest:

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Printed Name/Title

Approved as to Form:

Two signatures are required if a corporation.

By: _____
Fred Galante, Esq.
City Attorney

Exhibit A
Proposal Dated: July 30, 2018 follows: