

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
HARVEY M. ROSE ASSOCIATES, LLC**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this *October 8, 2019*, by and between the City of Rialto ("City") and *Harvey M. Rose Associates, LLC*, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *August 5, 2019*, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to *a Comprehensive Assessment and Performance Audit of the City's Public Works function*.

2.2 Amendment. City and Consultant desire to amend the Agreement by this First 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 First 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 First 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 First Amendment to the Agreement as set for in "Exhibit A", attached hereto and incorporated herein by this reference, which shall not exceed \$230,00.00 (*Two Hundred Thirty Thousand Dollars and Zero Cents*). The total compensation to the amended Agreement shall not exceed \$307,600.00 (*Three Hundred Seven Thousand, Six Hundred 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 First Amendment to the Agreement as set for in "Exhibit A", attached hereto and incorporated herein by this reference, shall begin immediately upon the City Council's approval of the First Amendment and receipt of a written notice to proceed. All services shall be performed in accordance with project schedule set forth in "Exhibit A"."

3.5 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.

3.6 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 First Amendment.

3.7 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.

3.8 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 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation

Rod Foster, City Administrator

ATTEST:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

Harvey M. Rose Associates, LLC

By:

Name: _____

Title: _____

By:

Name: _____

Title: _____

Two signatures are required if a corporation.

EXHIBIT “A”