

PROFESSIONAL CONSULTING AGREEMENT

This is an agreement between the City of Rialto, California (Rialto) and David Turch and Associates (DTA) of Washington, D.C. Hereinafter, the term "parties" shall refer to both Rialto and DTA jointly. Whenever used in this document, the word agreement means contract; further, the words firm(s) or company(ies) mean any business entity, association, institution or government agency.

1. PURPOSE

Rialto hereby engages the services of DTA to advise, counsel and represent Rialto with, principally but not limited to, its affairs with the Legislative and Executive Branches of the Federal Government.

DTA hereby agrees to faithfully, to the best of its ability, discover and monitor procedures and programs of the aforementioned institutions that could result in additional resources, services, or management flexibility for the City of Rialto. No later than 10 days following the completion of any month during the term, DTA shall provide City with a report detailing the services provided by DTA for the month then ended.

It is further understood and expected, that from time to time, or on a continuing basis, other tasks, whether general or specific, may be requested and performed by the mutual consent of the parties. Adjustments to the compensation schedule, if any, for such other tasks shall be mutually agreed to by the parties on a case by case basis.

2. EFFECTIVE DATES

This contract will take effect on the July 1, 2019 and shall continue in full force and effect for a period of two years to its expiration on the June 20, 2021 unless previously modified, amended, or canceled by the written mutual consent of the parties, or unless extended under its provisions.

3. RENEWAL

This contract may be renewed for a period of one year if mutually agreeable, in writing, thirty (30) days prior to its expiration date.

4. CANCELLATION

This agreement may be terminated by either party, in writing, delivered to the other. Such cancellation shall take effect as of the end of the last calendar day of the month following the month in which such notification was received.

5. COMPENSATION

a. Ordinary:

Compensation from Rialto to DTA is agreed to be Seventy-Two Thousand Dollars (\$72,000) per year (billed at the rate of \$6,000 per month). Such compensation is to be paid monthly within thirty (30) days after submittal of an invoice from DTA to Rialto.

b. Expenses:

Rialto agrees to reimburse DTA for all ordinary and reasonable expenses incurred on its behalf, not to exceed Six Thousand Dollars (\$6,000) per year; provided such expenses are set forth in detail in an invoice from DTA to the City. DTA agrees to bill Rialto monthly for such expenses, such billing to be mailed on or before the fifth day of each calendar month. Such expense statements are agreed to be paid by Rialto on or before the first day of the calendar month following such billing.

6. DISPUTES

This agreement shall be construed in accordance with the laws of the State of California. Notwithstanding the above, any controversy or claim arising out of or relating to this contract or the breach thereof, may, by mutual consent of the parties, be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties agree to utilize the services of an arbitrator selected from the list of retired judges or attorneys by Inland Valley Mediation and Arbitration Services.

7. FAILURE TO ENFORCE

The failure of DTA or City to insist upon strict performance of any of the terms and conditions stated herein shall not be deemed a waiver of any rights or remedies that DTA or City, respectively, may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained.

8. ENTIRE AGREEMENT

This is the entire agreement between the parties. This contract may be modified or amended at any time by the mutual consent of the parties. Any such amendment or modification shall be in writing and become a permanent part of this agreement. This agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

9. PROCLAMATIONS AND CERTIFICATIONS

The persons, or any of them, whose signatures are affixed to this document on behalf of their companies do proclaim, certify and affirm that they entered into this agreement freely in accordance with the by-laws of their firm and that their signatures are genuine and that they are authorized, directed and empowered by and on behalf of their firm, and in its name, to execute this contract on such terms and conditions as are stated herein. This contract shall be binding upon Rialto and DTA and their successors and/or assigns.

Agreed to this _____ day of _____, 2019

David Turch and Associates

City of Rialto
