

**FIRST AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
LDM ASSOCIATATES**

1. PARTIES AND DATE.

This First Amendment to the Services Contract Agreement (“Amendment”) is made and entered into this 11TH day of February, 2020 by and between the City of Rialto (“City”) and LDM ASSOCIATES (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated February 12, 2019 (“Agreement”), whereby Contractor agreed to provide Community Development Block Grant Consultant services to the City.

2.2 Amendment. City and Contractor desire to amend the Services Contract Agreement for the first time to extend the contract and provide for additional services that include the preparation and submission of the Five Year Consolidated Plan (2020-2025), Analysis of Impediments (2020-2025), and the One-Year Action Plan (2020-2021).

3. TERMS.

3.1 Maximum Contract Amount. Section 2 of the Agreement is hereby amended to add an additional \$156,950 in the authorized compensation payable to Consultant so that the first sentence of Section 2 shall be revised in its entirety and replaced with the following, with the other provisions of Section 2.1 remaining unmodified and in full force and effect::

"Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation which is attached hereto as Exhibit “D” and is incorporated herein by reference, but not exceeding the maximum contract amount of “One Hundred Fifteen Thousand Dollars (\$115,000.00) for continued grant writing services for the 2020-2021 fiscal year and Forty-One Thousand Nine Hundred Fifty Dollars (\$41,950) for preparation and submission of the Five-Year Consolidated Plan (2020-2025), Analysis of Impediments (2020-2025) and One-Year action Plan (2020-2021) for a total contract amount of \$271,950 for the term of this Agreement (hereinafter referred to as the “Maximum Contract Amount”) except as may be provided pursuant to Section 1.8 above. . . .”

3.2 Schedule of Performance. Section 2 of the Agreement is hereby supplemented to add the additional timeline described in Exhibit “E” attached to this Amendment describing the timeline for Consultant to provide the additional services approved under this Amendment.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this 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 Amendment.

3.5 Counterparts. This 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 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.

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

CITY OF RIALTO

LDM ASSOCIATES

By: _____
Deborah Robertson
Mayor

By: _____
(Name)
(Title)

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Fred Galante
City Attorney

Recommended:

By: _____

[Department Head]

Exhibit “E”