

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIALTO
AND
RIALTO FAMILY HEALTH SERVICES**

This First Amendment to Memorandum of Understanding is made and entered into as of this ____ day of January, 2021, by and between the City of Rialto, a California municipal corporation ("City") and rialto Family Health Services, a California nonprofit corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" or collectively as "Parties."

RECITALS

- A. City and Contractor entered into a Memorandum of Understanding ("Agreement") for the training, education, alcohol/drug, mental health treatment project to service targeted youth ages 14-17 years in age in the cities of Rialto, Colton and San Bernardino ("TEAM Project").
- B. Section 1 of the Agreement provides that the term of the Agreement shall end on November 30, 2020.
- C. This First Amendment amends Section 1 of the Agreement to provide that the term of the Agreement shall end on September 30, 2021.
- D. Section 4 of the Agreement provides that the Compensation shall not exceed twenty-eight thousand eight hundred ninety dollars (\$28,890) for three (3) year period.
- E. This First Amendment amends Section 4 to provide that the Compensation shall not exceed ninety-four thousand seven hundred dollars (\$94,700) for a four (4) year period adding an additional sixty five thousand eight hundred ten dollars (\$65,810) in order to continue the TEAM Project.
- F. Section 2 of Exhibit C of the Agreement provides the Grant Amount and Limitation during the term of this Agreement shall not exceed twenty-eight thousand eight hundred ninety dollars (\$28,890).
- G. This First Amendment amends Section 2 of the Exhibit C of the Agreement to provide that the Compensation shall not exceed ninety-four thousand seven hundred dollars (\$94,700) for a four (4) year period.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

SECTION 1. AMENDMENT. The Agreement is hereby modified and amended as follows:

- 1.1 **[Term: Termination].** Section 1.1 of the Agreement is hereby amended as follows:

“1.1 Term. The term of the MOU shall commence on December 18, 2017 and end on September 30, 2021, unless terminated earlier pursuant to the terms of this Agreement.”

- 1.2 **[Compensation and Method of Payment].** Section 4.1 of the Agreement is hereby amended as follows:

“4.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay contractor the amounts specified in Exhibit C, the Budget Detail and Payment Provisions. The total compensation, including reimbursement for actual expenses, shall not ninety-four thousand seven hundred dollars (\$94,700) for a four (4) year period.”

- 1.3 **[Budget Detail and Payment Provisions].** Section 2 of Exhibit C the Agreement is hereby amended as follows:

“2. GRANT AMOUNT AND LIMITATION

- A. The total compensation, including reimbursement for actual expenses, shall not exceed ninety-four thousand seven hundred dollars (\$94,700) for a four (4) year period.
- B. In no event shall the City be obligated to pay any amount in excess of the grant award. Contractor waives any and all claims against the City on account of project costs that may exceed the sum of the grant award.”

SECTION 2. GENERAL PROVISIONS

2.1. Reminder Unchanged. Except as specifically modified and amended in this first amendment, the Agreement remains in full force and effect and binding upon the Parties.

2.2. Integration. This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3. Effective Date. This First Amendment shall not become effective until it has been approved by the City Manager and executed by the appropriate authorities of the City Contractor.

2.4. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5. References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

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

CITY:

THE CITY OF RIALTO

By: _____
Sean Grayson, Acting City Manager

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM

Eric S. Vail, Interim City Attorney

CONTRACTOR:

RIALTO FAMILY HEALTH SERVICES

By: Estevan I Bennett
Name: Estevan I Bennett
Title: Executive Director

By: _____

Name: _____

Title: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.