

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this *September 28, 2021*, by and between the City of Rialto ("City") and *Engineering Resources of Southern California*, ("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 *July 28, 2020*, ("Agreement"), whereby Consultant agreed to provide professional *On-Call Plan Checking* services to the City.

2.2 Amendment. City and Consultant desire to amend the Agreement by this First Amendment to increase the total contract sum on an annual basis to \$500,000.

3. TERMS.

3.1 Contract Sum. The first paragraph of Section 2.1 of the Agreement is revised to read:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation on an annual basis, including reimbursement for actual expenses, shall not exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9. The Contract Sum shall also apply to any subsequent one-year extension term if exercised by the City."

3.2 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.

3.3 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.

3.4 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.

3.5 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.

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

CITY OF RIALTO

**ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA**

By: _____
 Marcus Fuller
 City Manager

By: _____
 John Matt Brudin, President

Attest:

By: _____
 Moe Ahmadi, Vice President

By: _____
 Barbara McGee
 City Clerk

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____
 Eric S. Vail
 City Attorney

****Two signatures are required if a
corporation****