

SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

OSCAR G. DE LEON

(Riverside Farmers Market)

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and OSCAR G. DE LEON, a sole proprietor, ("Consultant").

RECITALS

WHEREAS, on October 28, 2013, City and Consultant entered into an Professional Consultant Services Agreement ("Agreement"), for Consultant to provide management services for the Riverside Farmers Market;

WHEREAS, on July 13, 2016, City and Consultant entered into a First Amendment to Professional Consultant Services Agreement ("First Amendment");

WHEREAS, City has been satisfied with Consultant's performance; and

WHEREAS, City and Consultant desire to extend the term of service one additional year and provide additional compensation for the one year period in the amount of Twenty-Six Thousand Dollars (\$26,000).

NOW THEREFORE in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant mutually agree as follows:

1. The term of the Agreement is hereby extended by one year, from July 1, 2017 to June 30, 2018, unless otherwise terminated pursuant to the provisions herein.
2. Paragraph 3, Compensation/Payment, of the Agreement is amended by providing that compensation during the extended term of the agreement shall be Twenty-Six Thousand Dollars ✓ (\$26,000), made payable in accordance with Exhibit B-1, attached hereto and incorporated herein by this reference.
3. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this Second Amendment as though set forth in full herein.

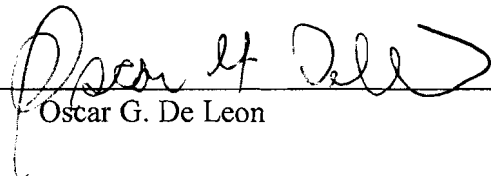
[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Second Amendment to Professional Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

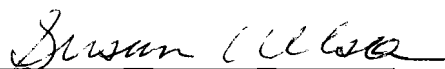
OSCAR G. DE LEON, a
sole proprietor

By: _____
City Manager

By: 
Oscar G. De Leon

Attest: _____
City Clerk

Approved as to Form:

By: 
Assistant City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/ City Treasurer

EXHIBIT "B-1"
COMPENSATION

City agrees to pay Market Manager:

Weekly Market Fee:

Market Manager will receive \$26,000 annually upon approval of the contract. The compensation will be paid in fifty-two (52) weekly payments of \$500.00 each. Payments are due and payable on the Friday afternoon after each market in keeping with the current practice to date (i.e., direct deposit). In the event a market is cancelled by the City, the City shall be liable to pay Market Manager the \$500.00 per week fee.