



## **SECOND AMENDMENT TO THE SERVICES AGREEMENT**

### **BETWEEN THE CITY OF RIALTO AND GOVINVEST INC., DBA: TRUECOMP**

#### **1. PARTIES AND DATE.**

This Second Amendment to the Services Agreement (“Second Amendment”) is made and entered into this 9<sup>th</sup> Day of September 2025, by and between the City of Rialto (“City”) and GovInvest Inc., DbA: Truecomp, (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

#### **2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Services Agreement dated February 3, 2025, (“Agreement”), whereby Consultant agreed to provide professional services to the City related to software that provides real-time data and insights to streamline employee labor management, compensation analysis, and benefits cost evaluation for government agencies.

2.2 Amendment. City and Consultant desire to amend the Agreement by this Second Amendment to include additional tasks for the project as set forth in “Exhibit A”, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

#### **3. TERMS.**

3.1 Scope of Services. In addition to the Scope of Services set forth in the Agreement, Consultant shall perform the additional services included in this Second Amendment to the Agreement and described in “Exhibit A,” attached hereto and incorporated herein by this reference.

3.2 Payment Terms. Consultant shall be compensated for the additional services included in this Second Amendment in an amount not to exceed \$6,000.00 (Six Thousand Dollars and Zero Cents). The total compensation, including reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the First Amendment shall not exceed \$106,225.00 (One Hundred Six Thousand Two Hundred Twenty-Five Sollars and Zero Cents).

3.3 Time for Performance. The time to complete the additional services included in the Second Amendment shall begin immediately upon execution of the Second Amendment.

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

3.6 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 Second Amendment.

3.7 Counterparts. This Second 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.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Consultant 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, Consultant attests under penalty of perjury, personally and on behalf of Consultant, 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.

3.9 Corporate Authority. The persons executing this Second 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 Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second 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**

**GOVINVEST INC., DBA: TRUECOMP**

By: \_\_\_\_\_  
Tanya Williams  
City Manager

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Nick Martin  
Printed Name

*Attest:*

\_\_\_\_\_  
Vice President of Finance  
Title

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

By: \_\_\_\_\_  
Signature

*Approved as to Form:*

\_\_\_\_\_  
Rob Oriolo  
Printed Name

Burke, Williams & Sorensen, LLP

\_\_\_\_\_  
Vice President of Customer Operations  
Title

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

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

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

**Scope of Services:** The scope of services in the Agreement is amended to include the following:

- Separation of the accrued liability, assets and actuarial determined calculation by bargaining unit for:
  - FY- 2025-2026 Full Actuarial Valuation Report
  - FY- 2027-2028 Full Actuarial Valuation Report

**Service Term:** **Service Term:** This Amendment covers the added actuarial services needed for the FY 2025–2026 and FY 2027–2028 Full Actuarial Valuation Reports and does not alter the existing Service Term of the Software Subscription under the Agreement.

**Fees and Payment Terms:** The CUSTOMER agrees to pay the following service fees:

- \$3000.00 - The CUSTOMER agrees to pay a service fee of \$3,000 for each report described above, payable upon delivery of the respective report.

#### **Fee Schedule**

<b>Report</b>	<b>Added Service Fee</b>
FY 2025–2026 Full Actuarial Valuation Report -Separation Services	<b>\$3,000</b>
FY 2026–2027 Roll Forward Valuation Report	<b>\$0</b>
FY 2027–2028 Full Actuarial Valuation Report -Separation Services	<b>\$3,000</b>