

**SECOND AMENDMENT TO THE
SERVICES AGREEMENT**

**BETWEEN THE RIALTO UTILITY AUTHORITY
AND
ROD LEMON, CPA**

1. PARTIES AND DATE.

This Second Amendment to the Services Agreement (“Second Amendment”) is made and entered into this 24th day of September, by and between the Rialto Utility Authority (“RUA”) and Rod Lemond, CPA, a Sole Proprietor, (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. RUA and Consultant entered into that certain Services Agreement dated *February 4th, 2025*, (“Agreement”), whereby Consultant agreed to provide services to the RUA related to assisting with a review of the terms and arrangements associated with the Authority’s agreements with Rialto Water Systems (“RWS” for the provision of the contract water and wastewater services to the City of Rialto/Authority. These services include the operations and maintenance of the water and wastewater systems.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Second Amendment to increase the total amount of compensation for the Agreement.

3. AMENDMENT.

3.1 Payment Terms. Consultant shall be compensated for the additional services included in this Second Amendment in an amount not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents). The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the Second Amendment shall not exceed \$75,000 (Seventy-Five Thousand Dollars and Zero Cents).”

4. MISCELLANEOUS TERMS.

4.1 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.

4.2 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.

4.3 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.

4.4 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 RUA or City of Rialto 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 RUA or City of Rialto elected or appointed official or employee, except as specifically disclosed to the RUA and the City of Rialto in writing.

4.5 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 Second 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 second above written.

RIALTO UTILITY AUTHORITY

ROD LEMON, CPA

By: Tim Sullivan
Tim Sullivan
Executive Assistant Director

By: Rod Lemond
Signature

Rod Lemond, CPA
Printed Name

Attest:

Owner
Title

By: Barbara A. McGee
Barbara A. McGee
Secretary

By: _____
Signature

Approved as to Form:

Printed Name

Burke, Williams & Sorensen, LLP

Title

By: Eric S. Vail
Eric S. Vail
General Counsel

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