



THIRD AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE RIALTO UTILITY AUTHORITY AND ENPLANNERS, INC

1. PARTIES AND DATE.

This Third Amendment to the Services Agreement (“Third Amendment”) is made and entered into this *March 18th, 2026*, by and between the Rialto Utility Authority, a joint powers authority (“RUA”) and Enplanners, Inc., a California corporation (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. RUA and Consultant entered into that certain Services Agreement dated *June 15th, 2022* (“Agreement”), whereby Consultant agreed to provide services to the RUA related to Initial Study/Mitigated Negative Declaration and Supporting Technical Studies.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Third Amendment to include additional tasks for the project as set forth in “Exhibit A”, 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 Third Amendment to the Agreement related to Initial Study/Mitigated Negative Declaration and Supporting Technical Studies 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 Third Amendment in an amount not to exceed **Eleven Thousand One Hundred Fifty-Five Dollars and Zero Cents (\$11,155.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as

amended by the Third Amendment shall not exceed **Two Hundred Seventy-One Thousand Seven Hundred Forty-One Dollars and Zero Cents (\$271,741.00)**.

3.3 Time for Performance. The time to complete the additional services included in the Third Amendment shall begin immediately upon the RUA Board approval of the Third Amendment.

4. MISCELLANEOUS TERMS.

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

4.3 Counterparts. This Third 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 Third 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 Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment and (iv) the entering into this Third 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.

RIALTO UTILITY AUTHORITY

ENPLANNERS, INC,

By: _____

Tanya Williams, Executive Director

Attest:

By: _____

Barbara McGee
Board Secretary

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____

Eric S. Vail
General Counsel

By: _____

Signature

Raymond V. Hussey

Printed Name

President

Title

By: _____

Signature

Denise M. Hussey

Printed Name

Chief Executive Officer

Title

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

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK

The tasks described in Attachment A will be performed in accordance with the “Proposal to Prepare an Initial Study/Mitigated Negative Declaration for the Lake Rialto Habitat Management and Community Open Space Project” dated May 19, 2022, authorized June 15, 2022. These tasks include:

1. Literature Review – this task includes a review of databases and prior reports in the area.
2. Protocol Breeding Season Surveys – all suitable habitats will be surveyed for CAGN. According to the CAGN protocol, six surveys must be conducted between March 15 and June 30, with each survey separated by one week.
3. Reporting – According to the protocol, a report of the results must be submitted to the USFWS within 45 days from the last survey.

COST ESTIMATE

The tasks described above will be performed on a time-and-materials basis and billed monthly not to exceed \$11,055.00, in accordance with the “Proposal to Prepare an Initial Study/Mitigated Negative Declaration for the Lake Rialto Habitat Management and Community Open Space Project” dated May 19, 2022, authorized June 15, 2022. Total charges include \$10,050.00 in CSLS’s charges plus \$1,005.00 in Enplanners charges. The following table summarizes the cost estimate for each task.

Task	Cost Estimate
Task 1: Literature Review and notification letter (CSLS)	
Task 2: Focused Surveys (CSLS)	
Task 3: Results Report (CSLS)	
Task 4: Project Management and Meetings with City (Enplanners)	
Total Subconsultant Fees	\$10,050.00
Total Enplanners Fees	\$1,105.00
Total Amendment No. 3	\$11,155.00
Original Contract	\$68,075.00
Amendment No. 1	\$119,586.00
Amendment No. 2	\$72,925.00
Amendment No. 3	\$11,155.00
Original contract plus Amendments 1, 2 and 3 Total	\$271,741.00