

**FIRST AMENDMENT TO THE
SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO
AND
WEST COAST ARBORISTS, INC.**

1. PARTIES AND DATE.

This First Amendment to the Services Agreement ("First Amendment") is made and entered into this 23rd day of *September, 2025*, by and between the City of Rialto, a municipal corporation and California general law city ("City") and *West Coast Arborists, Inc.*, a California corporation ("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 Services Agreement dated *July 1, 2024*, ("Agreement"), whereby Consultant agreed to provide services to the City related to the *trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database*

2.2 Amendment. City and Consultant desire to amend the Agreement by this First 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 First 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 First Amendment in an amount not to exceed *One Hundred Ninety One Thousand, Six Hundred Eighty and Zero Cents (\$191,680)*. The total compensation, including reimbursement for actual expenses, that the City will pay Consultant pursuant to the Agreement, as amended by the First Amendment, shall not exceed *Seven Hundred Forty-One, Six Hundred Fifty Dollars (\$741,650)*."

3.3 Time for Performance. The time to complete the additional services included in the First Amendment shall begin immediately upon the City Council's approval of the First Amendment and shall be completed within thirty (30) days of its approval."

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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, CALIFORNIA, a
municipal corporation**

**WEST COAST ARBORISTS, a California
corporation**

By: _____
Tanya Williams
City Manager

By: _____
Patrick Mahoney
President

ATTEST:

By: _____
Barbara McGee
City Clerk

By: _____
Richard Mahoney
Secretary

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

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

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide a comprehensive tree inventory and assessment, and an Urban Forest Management Plan. Specifically, Consultant shall provide those services as outlined in its proposal dated September 2, 2025, included on the following pages.

**WEST COAST ARBORISTS, INC.**

9465 Schaefer Ave Ontario, CA 91761
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

**Proforma
98727**

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact**DAYAN MALFAVON**

CITY OF RIALTO

150 S. PALM AVENUE

RIALTO, CA 92376

909.820.2542 dmalfavon@rialtoca.gov

Billing Contact**ACCOUNTS PAYABLE**

CITY OF RIALTO

150 S. PALM AVENUE

RIALTO, CA 92376

ap@rialtoca.gov

Inventory Needed**Link Funds to Job #****Purchase Order #****DIR Project ID #**

Yes

JOB LOCATION

City Hall/WCA corporate office

SCOPE OF WORK

Arborist services. Produce one Urban Forest Management Plan per CalFire and other regulatory requirements. Completion of all components for the UFMP including planning, drafting, meeting, revising, and adoption by Council. Community engagement and outreach for resident and stakeholder feedback in the UFMP through surveys, workshops, and tabling. Updated Survey/inventory - field data collection done to inventory GPS locations with attributes for all of the city's tree locations and planting sites.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
1.75	Urban Forest Management Plan	Lump Sum	\$40,000.00	\$70,000.00
30,420.00	GPS Tree Inventory	Each	\$4.00	\$121,680.00
			GRAND TOTAL:	\$191,680.00

COMMENTS

This project is grant funded. Complete the project within the required timeline for council approval.

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

ALONSO GARCIA

AREA MANAGER

09/02/25

ESTIMATED BY

TITLE

DATE

ACCEPTED BY

TITLE

DATE