



**FIRST AMENDMENT TO THE
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
FOUNTAINHEAD CONSULTING CORPORATION**

1. PARTIES AND DATE.

This First Amendment to the Services Agreement (“First Amendment”) is made and entered into this 12th of May 2026, by and between the City of Rialto (“City”) and Fountainhead Consulting Corporation, a California S 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 December 16th, 2025, (“Agreement”), whereby Consultant agreed to provide services to the City related to providing interim Capital Improvement Project (CIP) manager services (“Project”).

2.2 Amendment. City and Consultant desire to amend the Agreement by this First Amendment to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Payment Terms. Consultant shall be compensated for the additional services included in this First Amendment in an amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). 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 Two Hundred Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00).

3.2 Time for Performance. The time to complete the additional services included in the First Amendment shall begin immediately upon execution of the First Amendment. The Term of this Agreement shall be extended through June 30, 2027.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Tanya Williams, City Manager

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

CONSULTANT:

FOUNTAINHEAD CONSULTING CORPORATION, a California corporation

By: _____
Signature

Ivan Benavidez
Name

Principal
Title

By: _____
Signature

Cheryl Blecker
Name

Corporate Secretary
Title

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