

## **FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN THE RIALTO UTILITY AUTHORITY AND SOTO RESOURCES**

This First Amendment to the Services Agreement (“First Amendment”) is hereby entered into this 26<sup>th</sup> day of October 2021 by and between the Soto Resources a California Sole Proprietorship (“Consultant”) and the Rialto Utility Authority, a joint powers authority (“RUA”), on the terms and conditions stated below. RUA and Consultant are hereinafter collectively referred to as the “Parties.”

### **RECITALS**

- A. The Parties entered into the Services Agreement for grant funding research and completion of funding applications on the 13<sup>th</sup> of July 2021 (the “Agreement”).
- B. The Parties mutually desire to amend the Agreement to provide additional compensation for an increased level of assistance on funding research and completion on funding applications on behalf of the RUA.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises set forth herein, the Parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

**1. AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 In addition to the services detailed in Exhibit A of the Agreement, Consultant shall provide funding research and funding application assistance for the following grant opportunities:

1.1.1 One Water One Watershed Proposition 1 Round 2 Integrated Regional Water Management – Funding program benefiting the Santa Ana River Watershed area and region which includes Rialto. The City would like to pursue funds for the Lake Rialto and the Septic-to-Sewer projects through this program.

1.1.2 United States Bureau of Reclamation’s WaterSMART Grants: Water and Energy Efficiency Grants - Projects funded will conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States. The City believes the Advanced Metering Infrastructure project would be appropriate for this grant program.

1.1.3 Urban and Multibenefit Drought Relief Funding Program - The Urban and Multibenefit Drought Relief Program is one of two Department of Water Resources’ (DWR’s) Drought Relief Grant Programs that offers financial

assistance to address drought impacts through implementation of projects with multiple benefits. New water wells could be funded by this program.

1.2 **Article 2 / Section 2.1** is hereby amended and restated in its entirety to read as follows:

“Subject to any limitations set forth in this Agreement, RUA agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred and Fifty Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$150,250.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

## **2. GENERAL PROVISIONS.**

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This First Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved and executed by the appropriate authorities of the RUA and Soto Resources.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**FOR THE RIALTO UTILITY AUTHORITY,  
a Municipal Corporation**

**FOR SOTO RESOURCES**

Marcus Fuller  
Marcus Fuller, Rialto Utility Authority  
Executive Director  
Date: 11/8/2021

Joey Soto  
Joey Soto, M.S.  
Title: Principal  
Date: 11/3/2021

**ATTEST:**

Barbara A. McGee  
Barbara McGee, Rialto Utility Authority  
Board Secretary  
Date: 11/9/2021

**APPROVED AS TO FORM  
Burke, Williams & Sorensen, LLP**

Eric S. Vail  
Eric S. Vail, Rialto Utility Authority  
General Counsel  
Date: 11/3/2021  
RIV #4826-2789-2216 v1