

**FIFTH AMENDMENT TO THE
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
ALTA PLANNING + DESIGN, INC.**

1. PARTIES AND DATE.

This Fifth Amendment to the Services Agreement (“Fifth Amendment”) is made and entered into this *March 10, 2026*, by and between the City of Rialto, a municipal corporation and California general law city (“City”) and *Alta Planning + Design, Inc.*, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Services Agreement dated *April 9, 2024*, (“Agreement”), whereby Consultant agreed to provide services to the City related to *Pacific Electric Trail Engineering Design, City Project No. 240801 in the amount of \$903,838*.

2.2 Amendment. On January 6, 2025, the City and Consultant entered into the First Amendment to include additional tasks for the project and to increase the total amount of compensation for the agreement by \$22,275.

2.3 Amendment. On February 6, 2025, the City and Consultant entered into the Second Amendment to include additional tasks for the project and to increase the total amount of compensation for the agreement by \$9,524.

2.4 Amendment. On May 8, 2025, the City and Consultant entered into the Third Amendment to include additional tasks for the project and to increase the total amount of compensation for the agreement by \$9,885.

2.5 Amendment. On August 4, 2025, the City and Consultant entered into the Fourth Amendment to include additional tasks for the project and to increase the total amount of compensation for the agreement by \$61,254.

2.6 Amendment. City and Consultant desire to amend the Agreement by this Fifth Amendment to include additional tasks for the project and an additional cost proposal, as set forth in “Exhibit A”, attached hereto and made part hereof by this reference, and to increase the total amount of compensation for the work under 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 Fifth 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 Fifth Amendment in an amount not to exceed \$57,978.00 (*Fifty-Seven Thousand Nine Hundred Seventy-Eight Dollars and no Cents*). A contingency of 10% amounting to \$5,798.00 (*Five Thousand Seven Hundred Ninety-Eight Dollars and No Cents*) is included to cover any unforeseen expenses for a total of \$63,776.00 (*Sixty-Three Thousand Seven Hundred Seventy-Six Dollars and No Cents*). The total compensation, including reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the Fifth Amendment shall not exceed \$1,070,552.00 (*One Million Seventy Thousand Five Hundred Fifty-Two Dollars and No Cents*).”

3.3 Time for Performance. The time to complete the additional services included in the Fifth Amendment shall begin immediately upon the City Council’s approval of the Fifth Amendment.

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

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

**ALTA PLANNING + DESIGN, INC, a
California corporation, LLC, etc.**

By: _____
Tanya Williams
City Manager

By: _____
Name
Title

ATTEST:

By: _____
Barbara A. McGee
City Clerk

By: _____
Name
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

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