

**FOURTH AMENDMENT TO THE
SERVICES AGREEMENT**

**BETWEEN THE RIALTO UTILITY AUTHORITY
AND
SOTO RESOURCES**

1. PARTIES AND DATE.

This Fourth Amendment to the Services Agreement (“Fourth Amendment”) is made and entered into this 5th day of August 2025, by and between the Rialto Utility Authority (“RUA”) and Soto Resources, a California sole proprietor (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Fourth Amendment.

2. RECITALS.

2.1 Agreement. RUA and Consultant entered into that certain Services Agreement dated July 13, 2021, (“Agreement”), whereby Consultant agreed to provide services related to funding research and strategy reporting, and funding application assistance.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Fourth 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 as set forth in “Exhibit B.”

3. AMENDMENT

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 Fourth 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 Fourth Amendment in an amount not-to-exceed **\$62,100.00 (Sixty-Two Thousand One Hundred Dollars and Zero Cents)** as set forth in “Exhibit B.” The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the Fourth Amendment shall not exceed **\$462,600.00 (Four Hundred Sixty-Two Thousand Six Hundred Dollars and Zero Cents).**

4. MISCELLANEOUS TERMS.

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

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

SOTO RESOURCES, California sole proprietor

By: _____

Tanya Williams, Executive Director

Attest:

By: _____

Barbara McGee
Secretary

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____

Eric S. Vail
General Counsel

By: _____

Signature

Joey Soto, MS

Printed Name

Principal

Title

By: _____

Signature

Printed Name

Title

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

EXHIBIT “A”

SCOPE OF SERVICES

Subject: Proposal to Provide Grant Assistance – Preparation of Cal OES Hazard Mitigation Grant Program Subapplication for City of Rialto's Resilient Power Infrastructure for Critical Water Facilities Project to the California Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP)

Dear John:

It has been a pleasure working with you and the City of Rialto (City) team to provide grant assistance services for the City's projects over the past few years. The City is an important client of Soto Resources, and together, we have secured nearly \$21 million in grant funding for the City's projects. Per our meeting with City staff on 6/30/25, this proposal is for preparing a subapplication for the City's proposed Resilient Power Infrastructure for Critical Water Facilities Project (Project). Soto Resources previously prepared and submitted the Notice of Interest (NOI) for HMGP funding in May 2025. Subsequently Cal OES invited the City to submit a full subapplication after review of the NOI. The subapplication is due to Cal OES by September 15, 2025. We understand there may also be a Request for Information (RFI) period if Cal OES has questions on the subapplication, and then select applications are advanced to FEMA by April 8, 2026 for consideration. As a reminder, if the City is awarded, the timeframe for receiving a funding agreement is anticipated to be in 2028. Below is the anticipated Soto Resources Team's scope of work and fee schedule to prepare the subapplication based on our meetings and notes to date.

Project Understanding

The City is seeking funding for the installation of permanent backup generators at wells and booster pump stations. The following is a list of 7 critical generator locations and the horsepower motor (HP) needed for these sites, which the team believes would strengthen the Rialto water service area to ensure water supply during emergency conditions.

| | |
|------------------------------------|----------------------|
| 1. City Well 2 | 450 HP Well Motor |
| 2. Chino Well 2 | 350 HP Well Motor |
| 3. Rialto Well 3 | 350 HP Well Motor |
| 4. Booster BP 1 Treatment Plant | 350 HP Booster Motor |
| 5. Cactus Reservoir Booster Pump 5 | 350 HP Booster Motor |
| 6. City Well 4a | 400 HP Well Motor |
| 7. City 4a Booster 3a-1 | 400 HP Booster Motor |

It is estimated that the total Project is approximately \$9,916,000.

FEMA Hazard Mitigation Grant Program Understanding

- Eligible Projects must have a FEMA-approved and locally adopted Local Hazard Mitigation Plan (LHMP) or a Multi-Jurisdictional Hazard Mitigation Plan at award.
- Examples of eligible Projects: include critical facility generators.
- 25% minimum non-federal match required.
- May take 3 years from the time of application to receive a grant agreement.
- 48-month maximum Period of Performance after agreement, including closeout.
- Projects must be cost-effective using FEMA's Benefit Cost Analysis (BCA) Toolkit resulting in a benefit cost ratio of 1.0 or greater.
- FEMA won't approve a project under HMGP if the project is more appropriately funded under another funding program (i.e., USBR, USFWS, etc.). Make sure FEMA is the most appropriate funding authority before applying.
- Funding Priorities: LHMP updates, shovel-ready projects with a high level of design that can begin construction within 90 days of FEMA approval, whole community risk reduction/large critical infrastructure wildfire projects or other hazard types, planning related activities, 5% Initiative projects.

Scope

The scope of work includes grant writing assistance to prepare and upload one subapplication for seven (7) proposed generator sites to the Engage Cal OES HMGP Portal. It is understood that consultants can contribute information on the Portal, but the Responsible Representative on file with Cal OES for each subapplication must submit (hit the submit button).

Cal OES has indicated that pre-award costs (including the development of the subapplication) are eligible for reimbursement upon award if procurements adhere to federal policies. This includes competitively procuring any consultant/contractor support used to develop the subapplication or plan a project. If Soto Resources, Dopudja and Wells, and other potential consultants were/are selected through a competitive procurement process by the City, we would be able to build in the cost of developing the subapplication into the project budgets. The City's consultant procurement process should be clarified for our understanding to help prepare the project budget.

Subapplications are due to CalOES by **September 15, 2025** through the Engage Cal OES Portal. Cal OES will review all subapplications and submit projects to FEMA in accordance with the State's priorities for further review. Cal OES will retain eligible subapplications that are not initially selected for submission to FEMA for future consideration when funding becomes available. FEMA will award projects after completing programmatic and Environmental and Historic Preservation (EHP) reviews.

Soto Resources will work closely with City staff to complete the tasks identified below.

Task 1. Prepare Subapplication Framework

Prepare a subapplication framework per Cal OES guidance and resources. Email/participate in webinars with Cal OES to discuss questions identified in our Go/No-Go meeting held with City staff on 6/30/25. Assumes participation in 4 webinars 1-2 hours in duration.

Task 2. Kickoff Meeting, Data Collection, and Weekly Team Meetings

- a) Hold kickoff meeting with City staff to discuss framework and review required project information.
- b) Review existing Project information.
- c) Assign tasks to project team, including the City, Veolia, Dopudja and Wells, or other entities/consultant to obtain required information. Coordinate with team on file management. The City, as the applicant, will be responsible for providing all required information.
- d) Communication and coordination with City and Cal OES staff on subapplication details and backup documentation.
- e) Assumes up to 10 weekly team meetings to develop subapplication information.
- f) Coordinate with City staff to develop the following:
 - o **General Criteria**
 - o **Scope of Work**
 - o Project Information
 - o Project Alternatives
 - o Problem Statement
 - o Solution Description
 - o HMGP Plan Information
 - o Scope of Work Documentation
 - o **Work Schedule**
 - template available here: <https://www.caloes.ca.gov/wp-content/uploads/HMGP-2023-Project-Schedule-Gantt-Chart-Template-ADA-7.31.23.xlsx>
 - Supporting Documents for each of the generator sites, including design documents, maps, etc.
 - o **Generators**
 - HMGP Generators Project and Documents: Develop project maps, FEMA FIRMette, and annotated aerial photos and photos for each of the seven (7) project sites.
 - o **Project Site List – Generators**
 - o Site Inventory: Coordinate with Project team to complete responses to the following questions for each of the seven (7) project sites.
 - Site Address
 - Latitude, Longitude
 - Date of Construction
 - Age of Structure (year built)
 - Is this a critical facility as identified in your hazard mitigation plan?
 - Provide the address(es) of the property(ies) where the proposed generator(s) will be installed.
 - Briefly describe the proposed size and specifications of the generator. i.e., KW, single or multi phase, gas, diesel, or propane fueled, etc.
 - Describe the method, materials, and labor to provide connectivity to the structure's electrical system (Transfer Switch, etc.)? Include material and labor costs in the cost estimate.

- Describe how the generator and fuel tank will be mounted. Include design specs in the description.
- Will security fencing and/or impact barriers be installed around the generator?
- Describe the type of fuel the generator will use, size of the tank, and associated piping.
- Identify the useful life of the generator(s) and provide the estimated value of annual maintenance costs. *Reference FEMA Generator Job Aid, 2015*
- Identify any actual or estimated damages caused by power outages at the facility or to its operational/electronic systems. *Reference FEMA Generator Job Aid, 2015*
- Is the fuel tank to be installed above or below ground?
- Describe the spill prevention and retention measures that will be employed in the generator design to prevent any fuel spill due to a possible leak? (i.e., double walled tank, located within an impermeable berm, etc.)
- How often will maintenance/testing be conducted? (Monthly, Quarterly, Semi-Annual, Annual)
- What spill cleanup equipment will be on site?
- Is the site location within the 100-year or 500-year flood plain?
- Provide a description of how the generator will be elevated.
- Provide a description how this elevated support system will comply with seismic and wind building code requirements?
- Identify and describe distance to any surface water bodies, including wetlands, near the project site within about 200 feet.
- Will the installation affect, or is it near, a structure 48 year old or older?
- Will installation cause ground disturbance? (Yes or No) Yes?
- If Yes, describe the ground disturbance including square footage and depth
- Project Site Documents
- **Project Cost Estimate**
 - Reference the following Cost Share Guide: [Hazard Mitigation Assistance Cost Share Guide](#)
 - Cost Review
 - Cost Review Documentation
- **Maintenance and Reporting Commitment Letter**
 - Annual Maintenance Costs and Tasks
 - Responsible Representative Confirmation
 - Maintenance and Reporting Commitment Supporting Documents
- **Match Commitment Letter**
- **Grant Management Cost Estimate**
- **Environmental And Historic Preservation (EHP)**
 - Answer subapplication questions related to environmental and cultural considerations
 - Complete and upload the EHP Checklist document linked here: [HMGP-EHP-Checklist.docx](#)

Additional HMGP Subapplication Reference Documents

- [HMGP-Subapplication-Subapplicant-User-Guide-V4-.docx](#)
- [Eligibility of Generators as a Fundable Project by the HMGP and PDM Program](#)

Task 2.1 Prepare Benefit Cost Analysis (BCA)

The BCA is a required component of the Subapplication package. As requested, this proposal includes cost for 2 scenarios: Soto Resources assisting with the BCA and not assisting with BCA. Note that Soto Resources has experience with the FEMA HMGP subapplications, but does not have experience preparing the BCA. Previously, our clients have retained engineering consultants to perform the required BCA for each project site in the subapplication.

Soto Resources would coordinate with the team to prepare one BCA that includes the seven (7) generator project sites, including:

- Download the FEMA BCA Toolkit.
- Download and follow the FEMA Cost -Analysis tool for generator projects -The following is a link: [FEMA'S BENEFIT COST-ANALYSIS TOOL FOR GENERATORS](#)
- Develop Benefits
- Develop BCA
- Prepare and Compile Benefit Cost Analysis Documentation - Cal OES and FEMA require subapplicants to provide documentation for all data that is used in a BCA.
 - BCA Methodology Report
 - BCA Supporting Documentation (i.e., cost estimates, utility provider and City documentation for power loss events, and documentation for people served by each generator site).
 - FEMA BCA Toolkit Excel File

Soto Resources proposes preparing a BCA for 1 generator project site, then meeting with Cal OES to review/revise the BCA. Based on completion of the initial BCA with 1 project site, the remaining project sites would be completed following the same approach.

Task 3. Draft Subapplication - Continue to obtain necessary project information to complete the Draft Subapplication, including maps/figures, forms, and other required components. Prepare one Draft Subapplication for the City's review and incorporate the City's review and comments. Assumes 2-3 meetings with Cal OES to review the Draft BCA and Subapplication.

Task 4. Final Subapplication - Receive and review the City's comments from the Draft Subapplication. Prepare one Final Subapplication incorporating comments/edits, as appropriate. Provide Final Subapplication to the City for approval in Word Format and populate the Cal OES Engage HMGP Subapplication Portal. City Staff will hit the submit button on the portal once ready.

The City will be responsible for providing all information necessary to complete the Subapplication. Soto Resources will work closely with the City to obtain and submit information required. Additional work beyond the proposed subapplication submittal,

including responses to RFIs, will be proposed and performed separately from this proposal.

EXHIBIT “B”

SCHEDULE OF COMPENSATION

Consultant shall be compensated for the additional services included in an amount not to exceed **\$62,100.00 (Sixty-Two Thousand One Hundred Dollars and Zero Cents)**.

Schedule & Fee

The Cal OES Hazard Mitigation Grant Program accepts subapplications on an ongoing basis, until **September 15, 2025**. The table below shows the Soto Resources Team staff, bill rate, and estimated hours required to perform the proposed services. The services will be performed on an hourly basis, for a total cost not to exceed \$42,700 or \$62,100, depending on the scope of work selected. Invoices will be submitted on a monthly basis.

| <i>Rialto Cal OES Subapplication - Seven Projects</i> | Joey Soto, M.S. Principal/ Project Manager | Jennifer Nevius, P.E. Senior Grant Writer* | FY Total | FY Total |
|---------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------|-------------|-----------|
| | \$205/hr. | \$185/hr. | Hours | Budget |
| Task 1. Prepare Framework | 10 | 10 | 20 | \$ 3,900 |
| Task 2. Kickoff Meeting, Data Collection, & Weekly Meetings | 40 | 50 | 90 | \$ 17,450 |
| Task 2.1 Prepare BCA | 45 | 55 | 100 | \$ 19,400 |
| Task 3. Draft Subapplication | 30 | 35 | 65 | \$ 12,625 |
| Task 4. Final Subapplication | 20 | 25 | 45 | \$ 8,725 |
| Total (with BCA) | 145 | 175 | 320 | \$ 62,100 |
| Total (without BCA) | 100 | 120 | 220 | \$ 42,700 |

Notes: Other direct costs such as copying, reproduction, delivery, postage, mileage (rates allowed by current IRS guidelines), are not included in the fee estimate and will be billed separately if incurred. Soto Resources reserves the right to adjust its hourly rates at the beginning of the calendar year for all ongoing contracts.

Please contact me with any questions. I look forward to continuing our funding success!