



SECOND AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE RIALTO UTILITY AUTHORITY AND ENPLANNERS, INC

1. PARTIES AND DATE.

This Second Amendment to the Services Agreement (“Second Amendment”) is made and entered into this *April 28th, 2025*, by and between the Rialto Utility Authority, a joint powers authority (“RUA”) and Enplanners, Inc., a California corporation (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. RUA and Consultant entered into that certain Services Agreement dated *June 15th, 2022* (“Agreement”), whereby Consultant agreed to provide services to the RUA related to Initial Study/Mitigated Negative Declaration and Supporting Technical Studies.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Second 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.

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 Second Amendment to the Agreement related to Initial Study/Mitigated Negative Declaration and Supporting Technical Studies 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 Second Amendment in an amount not to exceed **Seventy-Two Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$72,925.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the

Agreement as amended by the Second Amendment shall not exceed **Two Hundred Sixty Thousand Five Hundred Eighty-Six Dollars and Zero Cents (\$260,586.00)**.

3.3 Time for Performance. The time to complete the additional services included in the Second Amendment shall begin immediately upon the RUA Board approval of the Second Amendment.

4. MISCELLANEOUS TERMS.

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

4.3 Counterparts. This Second 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 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 Second above written.

RIALTO UTILITY AUTHORITY

ENPLANNERS, INC,

By: _____

Tanya Williams, Executive Director

Attest:

By: _____

Barbara McGee
Board Secretary

Approved as to Form:

Burke, Williams & Sorensen, LLP

By: _____

Eric S. Vail
General Counsel

By: _____

Signature

Raymond V. Hussyey

Printed Name

President

Title

By: _____

Signature

Danies M. Hussey

Printed Name

Chief Executive Officer

Title

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

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK

The tasks described below will be performed in accordance with the “Proposal to Prepare an Initial Study/Mitigated Negative Declaration for the Lake Rialto Habitat Management and Community Open Space Project” dated May 19, 2022, authorized June 15, 2022.

Task 1: Regulatory Permit Application Packages for Diversion of Flows to Fill the Lakes (CSLS)

This task involves obtaining a Lake or Streambed Alteration (LSA) Agreement from CDFW and a waste discharge requirement (WDR) permit or modification to the existing WDR permit from the RWQCB to divert flows to fill the lakes. This task assumes the Corps will not take jurisdiction.

Task 2: Regulatory Permit Application Packages for Long Term Maintenance of the Lakes (CSLS)

This task involves obtaining an LSA Agreement for long term maintenance of the lakes, also known as a Long-Term Maintenance Agreement. This task also assumes the Regional Water Quality Control Board will also require a WDR permit for long-term maintenance. This task assumes the Corps will not take jurisdiction.

Task 3: Process Application Packages with the Resource Agencies (CSLS)

This task includes the processing of the application packages with the Resource Agencies. This process is dynamic and can vary in the level of effort necessary to obtain permits.

Task 4: Meetings, Calls, and Coordination (CSLS)

This task provides budget for coordination with the City and Project Team. Additional budget has been added to assist with the review and edit of the Operations and Maintenance Plan, as necessary. This Task also allows for strategy with the Team depending on comments from the Resource Agencies.

Task 5: Project Management and Meetings with City (Enplanners)

Enplanners will participate in phone calls and email communication as needed for completion of the regulatory permits and associated reviews, discussions, and coordination.

COST ESTIMATE

The tasks described above will be performed on a time-and-materials basis and billed monthly not to exceed \$72,925.00, in accordance with the “Proposal to Prepare an Initial Study/Mitigated Negative Declaration for the Lake Rialto Habitat Management and Community Open Space Project” dated May 19, 2022, authorized June 15, 2022. Total charges include \$66,325.00 in CSL’s charges plus \$6,600.00 in Enplanners charges. The following table summarizes the cost estimate for each task.

Task	Cost Estimate
Task 1: Regulatory Permit Application Packages for Diversion of Flows to Fill the Lakes (CSLS)	15,400.00
Task 2: Regulatory Permit Application Packages for Long Term Maintenance of the Lakes (CSLS)	23,800.00
Task 3: Process Application Packages with the Resource Agencies (CSLS)	12,775.00
Task 4: Meetings, Calls, and Coordination (CSLS)	14,350.00
Task 5: Project Management and Meetings with City (Enplanners)	6,600.00
Total Subconsultant Fees	\$66,325.00
Total Enplanners Fees	\$6,600.00
Total Amendment No. 2	\$72,925.00
Original Contract	\$68,075.00
Amendment No. 1	119,586.00
Amendment No. 2	72,925.00
Original plus Amendments No. 1 and 2 Total	\$260,586.00