

Project Name/No.: Legal Services for Well 11

Contract.: 2022-285 (A5)

Project Manager: PW – N. Avila

Approved: _____

AMENDMENT NO. 5
TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **Kaplan Kirsch**, an LLP (“Consultant”) is effective as of the 17th day of June, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 9th, 2022 (“Agreement”) whereby Consultant agreed to provide Consultant Legal Services for Well 11.

B. City and Consultant entered into a First Amendment on July 1st, 2022, to extend the term of the Agreement for an additional fiscal year (FY2022-23).

C. City and Consultant entered into a Second Amendment on April 18th, 2023, to increase compensation for additional Consultant Legal Services for Well 11.

D. City and Consultant entered into a Third Amendment on July 1st, 2023, to extend the term of the Agreement for an additional fiscal year (FY2023-24).

E. City and Consultant entered into a Fourth Amendment on July 1st, 2024, to extend the term of the Agreement for an additional fiscal year (FY2024-25) and to reflect a name change from Kaplan Kirsch and Rockwell, LLC to Kaplan Kirsch, LLC.

F. City and Consultant now desire to amend the Agreement to extend the term of the Agreement for an additional two fiscal years (FY26 & FY27) and increase compensation in the amount of \$220,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00)** for additional consultant legal services for Well 11 and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City 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 **Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00)** (the

“Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

- (b) Section 3.4, Term, is hereby revised to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines.”

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 Amendment.

5. **Authority.** The persons executing this 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this 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 this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, PE, Director of Public Works

CONSULTANT:
KAPLAN KIRSCH, LLP:

By:_____

Name: Tom Bloomfield
Title: Partner

By:_____

Name: Bob Randall
Title: Managing Partner

Address: 1675 Broadway Suite 2300
Denver, CO 80202

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.