

AMENDMENT NO. 4

**TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO
AND E-PLAN INC.**

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and E-Plan Inc. (“Consultant”) is effective as of the 16th of June 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services (“Agreement”) whereby Consultant agreed to provide electronic plan review software services.

B. The Agreement was amended on June 20, 2023, to increase the compensation amount for Fiscal Year 2023-2024, June 4, 2024, to increase the compensation amount for Fiscal Year 2024-2025, and again on October 1, 2024, to increase the compensation amount for Fiscal Year 2024-2025.

C. City and Consultant now desire to amend the Agreement to increase compensation and extend the terms.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

The total compensation for Consultant’s continued services to provide electronic plan review software services per the Agreement is hereby increased by one hundred and sixty-one thousand dollars (\$161,000) per Exhibit A, for a total do not exceed amount of four hundred eighty-two thousand dollars (\$482,000) through June 30, 2027.

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

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Warren Morelion, AICP
Director of Development Services

CONSULTANT:

E-PLAN INC.

By: _____

Name: Lindsey Irving
Title: VP of Finance

By: _____

Name: Jon Sonnenschein
Title: Chief Executive Officer

Address: 4900 Centennial Blvd
Suite 300 PMB # 10
Nashville, TN 37209

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.

Exhibit A

e-PlanREVIEW and Velosimo Fee Schedule:

| Year * | Item | Quantity | Unit Price | Total |
|-----------------|---------------------------------|----------|------------|-------------|
| 2026-2027 | e-PlanREVIEW Full named license | 67 | \$1,092.53 | \$73,199.51 |
| 2026-2027 | Velosimo | 1 | \$6,555.81 | \$6,555.81 |
| 2026-2027 Total | | | | \$79,755.32 |
| | | | | |
| 2027-2028 | e-PlanREVIEW Full named license | 67 | \$1,103.46 | \$73,931.51 |
| 2027-2028 | Velosimo | 1 | \$6,621.37 | \$6,621.37 |
| 2027-2028 Total | | | | \$80,552.88 |
| | | | | |