

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 **MV CHENG & ASSOCIATES** (“MVC”) is effective as of the 5th day of May 2026.

RECITALS

A. City and MVC entered into that certain Agreement for Contractual Services dated October 16, 2024 (“Agreement”) whereby MVC agreed to provide consulting services.

B. On November 20, 2024, the City and MVC entered into a first amendment to the Agreement to increase compensation by \$50,000.00 to equal a total not-to-exceed amount of \$100,000.00.

C. On May 15, 2025, the City and MVC entered into a second amendment to the Agreement to increase compensation by \$50,000.00 to equal a total not-to-exceed amount of \$150,000.00

D. On July 1, 2025, the City and MVC entered into a third amendment to the Agreement to extend the term for one additional year ending on June 30, 2026.

E. On October 21, 2025, the City and MVC entered into a fourth amendment to the Agreement to increase compensation by \$150,000.00 to equal a total not-to-exceed amount of \$300,000.00.

F. The City and MVC now desire to amend the Agreement to increase compensation by \$200,000.00 to equal a total not-to-exceed amount of \$500,000.00.

TERMS

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

Contract Sum. The Contract Sum is revised to read in its entirety as follows:

For the services rendered according to this Agreement, MVC will be compensated at a not-to-exceed amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).

Section 3.4 Term. The Contract Term is 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, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional one (1) year at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

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 MVC 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.

MVC 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 MVC that, as of the date of this Amendment, MVC 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

Kim Sao, Department Director

MVC:

MV Cheng & Associates

By: _____
Name: Misty Cheng
Title: Owner

Two corporate officer signatures required when MVC 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.