

AMENDMENT NO. 3
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 **Citizen’s Business Bank** (“Service Provider”) is effective as of the 1st day of March 2026.

RECITALS

- A. City and Service Provider entered into that certain Agreement for Contractual Services dated March 1, 2023 (“Agreement”) whereby Service Provider agreed to provide banking services.
- B. On March 1, 2024, the City and Service Provider entered into a first amendment to the Agreement to renew for one additional year.
- C. On March 1, 2025, the City and Service Provider entered into a second amendment to the Agreement to renew for one additional year.
- D. City and Service Provider now desire to amend the Agreement to extend the term.

TERMS

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

Term:

- A. The term of this Contract/Agreement shall commence as of March 1, 2026, and continue through August 31, 2026.

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 Service Provider 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.

Service Provider 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 Service Provider that, as of the date of this Amendment, Service Provider 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 OF CHINO, a municipal corporation:

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

Kim Sao, Finance Director

SERVICE PROVIDER:

By: _____
Citizens Business Bank
Arthur Sanchez, Senior Vice President
Address: 701 N. Haven Ave.,
Ontario, Ca 91764

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.