

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
MV CHENG AND ASSOCIATES, INC.**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 1st day of February, 2023 by and between the City of Corona (“City”) and MV Cheng and Associates, Inc. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated November 1, 2022 (“Agreement”), whereby Consultant agreed to provide temporary staffing services to public clients.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to (1) extend Term of the Agreement through June 30, 2024; (2) increase the Total Compensation to \$250,000.00.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 1, 2022 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all

Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand and Fifty dollars (\$250,000) per fiscal year ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

3.4 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 First Amendment.

3.5 Counterparts. This First 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND MV CHENG AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Reviewed By: \_\_\_\_\_  
Kim Sitton  
Finance Director

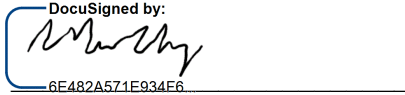
Reviewed By: \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

Attest:  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND MV CHENG AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**MV CHENG AND ASSOCIATES, INC.**  
a California corporation

By:   
Misty V. Cheng  
CEO and CFO