

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

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

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this 7<sup>th</sup> day of July 2021 by and between the City of Corona ("City") and MV Cheng & Associates, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated July 31, 2020 ("Agreement"), whereby Consultant agreed to provide purchasing specialist temporary staffing services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about February 5, 2021 ("First Amendment").

2.3 Amendment. City and Consultant desire to amend the Agreement for the Second time to 1.) change the term Section 3.1.2. Term; 2.) increase Section 3.3.1 Rates & Total Compensation; 3.) replace Exhibit "A", Scope of Services and 4.) replace Exhibit "C", Compensation.

**3. TERMS.**

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

" The term of this Agreement shall be from August 1, 2020 to December 31, 2021 ("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 and the First Amendment is hereby deleted in its entirety and replaced with the following:

" Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Hundred Seventy-Five Thousand Dollars (\$175,000) 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 Exhibit "A" Scope of Services of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" Scope of Services.

3.4 Exhibit "C" Compensation of the Agreement is hereby deleted in its entirety and replaced with Exhibit "C-1" Compensation.

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

3.6 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 Second Amendment.

3.7 Counterparts. This Second 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]**

**SIGNATURE PAGE FOR SECOND 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 Second Amendment to Professional Services Agreement as of the date first written above.

**CITY OF CORONA**

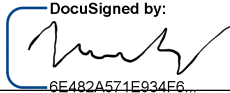
By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Attested by: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

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

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager

**MV Cheng and Associates, Inc.**  
a California Corporation

By:  \_\_\_\_\_  
Misty V. Cheng  
CEO/CFO

## **EXHIBIT "A-1"**

### **SCOPE OF SERVICES**

Consultant shall provide Temporary Professional Staffing services as requested by the City.

#### **Job Description**

The temporary staff offered by Consultant's firm must meet or exceed the minimum requirements of the position. Proof may be required at the option of the City.

The Consultant's assigned temporary staff member may, at the City's reasonable discretion and with prior notice, be required to perform the work under the position remotely (from home) or at City Hall. Consultant's staff member will be responsible for providing their own computer with internet access when working remote.

#### **Hours of Work**

Standard hours of operation at the City of Corona City Hall are *Monday-Friday: 8:00 a.m. - 5:00 p.m.* Hours may vary according to need and assignment.

#### **Requested Lead Time**

Consultant shall provide a temporary employee to the City with a one day notice on a routine basis.

#### **Usage Reporting**

The Consultant shall submit a written quarterly report to the Administrative Services – Purchasing Division showing the category, number of hours billed and dollar amounts for each of the sales made to the City for that particular reporting period. These reports shall be due no later than thirty days following the specified period. If the Consultant fails to provide such reports in a timely manner, this Agreement shall be subject to termination.

#### **New Job Descriptions**

New job descriptions may be added after the Agreement is awarded. These job descriptions shall be mutually agreed upon by the City and the Consultant and shall be discounted at the current contract discount rate.

#### **Specific Individual Request**

Occasionally, a City department may request a specific individual for a particular assignment. Consultant will be expected to make every effort to comply.

#### **Invoicing**

All invoices must reflect the following information:

1. Purchase Order Number
2. Temporary Employee's Name
3. Temporary Employee's Classification
4. Department Assigned To For Work
5. Total Hours and Period Worked
6. Bill Rate Per Hour

## 7. Extended Total

### **Temporary Staff Qualifications**

Each temporary employee referred for placement with the City must meet the following minimum qualifications:

- A. Experience: Must meet the minimum qualifications including any education, certifications, or specialized training requirements to competently perform the requirements of the position.
- B. Review of Qualifications: Must provide written qualifications of temporary staff for review and acceptance by the City of Corona Purchasing Division prior to placement.
- C. Driver's License: Valid California, Class C Driver's License is required before placement for positions that may require driving on City business or operating a City owned vehicle.

### **Hiring Criteria**

All temporary staff assigned to any City of Corona department must meet all of the following hiring criteria and all appropriate documentation must be submitted to the City of Corona Administrative Services - Human Resources Division for approval prior to placement:

- A. Employment Eligibility Verification: A completed I-9 form must be processed and be available on file with the Consultant. Employers are responsible for verifying the identity and authorization of each new employee (citizen or non-citizen) to work in the United States.
- B. Medical Examinations/Drug Screen Tests: Medical examinations must center on the applicant's ability to perform the essential functions of the job. No positives for illegal drugs and/or alcohol are allowed.

### **Hiring of Consultant's associates and/or subcontractors**

City agrees that each of Consultant's associates and/or sub contractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 1 year from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or sub contractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or sub contractor has billed 960 hours to the City. If City employs Consultant's associates and/or sub contractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant.

## **Purchasing Specialist III**

### **Article I. DESCRIPTION:**

#### ***Section 1.01 GENERAL PURPOSE***

Under general supervision, procures a wide range of supplies, equipment, and commodities for the City following prescribed standards and codes; establishes and maintains vendor relationships and researches and executes major purchases; administers bid processes and performs other related tasks.

#### ***Section 1.02 DISTINGUISHING CHARACTERISTICS***

The Purchasing Specialist III is the advanced journey level class in the series, and tends to handle larger purchase orders, requires more specialized knowledge of product specifications and bidding practices. The Purchasing Specialist III exercises independent latitude in evaluating material, product and service specifications for major purchases, researching and administering bidding procedures, and negotiating with vendors for contract execution. Incumbents generally receive minimal instruction on day-to-day work and receive general instruction on new assignments. The position develops and maintains ongoing relationships with vendors and establishes and updates department databases. The Purchasing Specialist III is distinguished from the Purchasing Specialist IV in that the latter performs technical bidding, accounting and fiscal assignments; and participates in contract development and distribution, bid and proposal development, review and selection.

### **Article II. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Establishes and maintains relationships with vendors for bidding and purchasing purposes; researches and recommend qualified vendors to departments through standard bidding processes in compliance with laws and regulations.
2. Prepares formal and informal bids and evaluates bid results. Formulate recommendations to departments for vendor selection.
3. Negotiates terms and delivery provisions for major purchases; reviews, awards and monitor contracts; establish and maintains qualified vendor information on file for future purchasing actions.
4. Prepares purchase requisitions; distributes purchase orders to vendors and City staff.
5. Tracks status of orders; investigates problems or errors; expedites delayed or misplaced shipments; resolves complaints, secures adjustments and advises City staff.
6. Advises and assists other City staff with questions regarding purchasing procedures;

notifies staff of new products and arranges for demonstrations of samples.

7. Prepares agenda reports.
8. Conducts special studies and analyses as requested.
9. Recommends best practices to the Purchasing Manager.
10. Participate in system upgrade/reconfiguration.

## **Article III. QUALIFICATIONS GUIDELINES:**

### ***Section 3.01 Knowledge of:***

California Public Contract Code, Uniform Commercial Code and City Municipal Code as applied to purchasing regulations and standards; governmental purchasing practices, principles, and terminology related to a wide variety of products and services; negotiating methods and procedures; contract administration practices; competitive bidding and pricing procedures; types, grades, unit price and sources of supply of equipment, supplies and products to be purchased; research methods and costing

### ***Section 3.02 Ability to:***

Operate a computer terminal and use word processing, spreadsheet and database software applications; use calculator and standard office equipment; write and analyze bid specifications; evaluate vendor services, products and pricing in relation to material and equipment specifications; prepare clear and accurate purchasing and inventory reports; analyze costing trends; perform basic mathematical calculations; establish and maintain effective working relationships with the staff, vendors, and the general public; perform mathematical calculations; evaluate alternatives and make sound recommendations within general policy guidelines; negotiate effective purchasing contracts based on quality, quantity and price and related department standards; maintain effective database systems and records; organize and prioritize tasks in order to meet deadlines; establish and maintain effective working relationships with City staff, vendors and suppliers, employees and others encountered in the course of work.

### ***Section 3.03 Education/Training/Experience:***

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or GED equivalent and a minimum of four years of progressively responsible experience in purchasing a variety of supplies, materials, services and equipment, preferably in a public agency; or an equivalent combination of training and experience. Supplemental advanced education in a related field is desirable as is certification or coursework in Purchasing Management.

## **Article IV. PHYSICAL/MENTAL DEMANDS AND WORK ENVIRONMENT:**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### ***Section 4.01 Physical Demands***

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. An employee is occasionally required to walk and stand and to lift and move records and documents weighing up to 20 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **Mental Demands**

While performing the duties of this class, an employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; and interact with City staff, vendors and suppliers, and employees.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office and warehouse conditions and the noise level is generally low.

### **Accounts Receivable / Accounts Payable Job Description:**

Under direction of the Accounting Manager, participates in the daily operations and activities of a variety of accounting functions in the Finance Department, including accounts receivable, accounts payable, utility billing, financial reporting, and other functions; assists day-to-day accounting processes, reporting, and record-keeping activities. Coordinate assigned activities with other departments, and the general public; perform other professional accounting work as required.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.



1. Assist accounting functions of the Finance Department, including accounts payable, accounts receivable, cash receipts, utility billing, and other related areas; recommend improvements and modifications and prepare various reports on operations and activities.
2. Respond to inquiries from finance division staff, other departments, and the public regarding assigned functions; investigate complaints and sensitive/confrontational issues; recommend corrective actions to resolve issues.
3. Monitor and coordinate the preparation, balancing, and reconciliation of various accounting records; prepare records and reports for submission to various regulatory and other governmental agencies.
4. Review and prepare a variety of journal entries, including accounts receivable aging analyses, audit and post cash receipt transactions.
5. Provide technical support to end users of the City's Core financial system; respond to end user requests for information on system use; investigate, troubleshoot and resolve end user issues; develop, coordinate and test system/report modifications to address user needs.
6. Prepare and distribute periodic fiscal reports to departments.
7. Plan, coordinate, and carry out Ad Hoc projects as assigned by departmental managers.

**EXHIBIT “C-1”  
COMPENSATION**

**RATE TABLE**

<b>Description</b>	<b>City Bill Hourly Rate</b>
Accounts Receivable/Accounts Payable Specialist	\$45.00
Purchasing Specialist III	\$50.00