

**SECOND AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
MV CHENG & ASSOCIATES INC.**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement ("Second Amendment") is made and entered into this [REDACTED], by and between the City of Rialto, a California municipal corporation, ("City"), and MV Cheng & Associates Inc., ("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 *June 5, 2017*, ("Agreement"), whereby Consultant agreed to provide *Contract Finance Officer services as attached hereto as Exhibit "A"*.

2.2 First Amendment. On August 8, 2017, the City and Consultant entered into a First Amendment to the Agreement to increase the total amount of compensation payable to Consultant under the Agreement by \$35,000.

2.3 Amendment. City and Consultant desire to amend the Agreement for the Second time to extend the term of the Agreement and total amount of compensation for the Agreement pursuant to the terms herein.

**3. TERMS.**

3.1 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

"Consultant shall be compensated for the services rendered pursuant to this Second Amendment in the amount of \$125.00 (One Hundred Twenty Five Dollars and Zero Cents) per hour in an amount not to exceed \$50,000.00 (Fifty Thousand *Dollars and Zero Cents*). The total compensation to the amended Agreement shall not exceed \$100,000.00 (*One Hundred Thousand Dollars and Zero Cents*)."

3.2 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

"Services rendered pursuant to this Second Amendment, as indicated in Exhibit "A", will be performed during the period from December 1, 2017, to June 30, 2018.

3.3 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.

3.4 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 Fifth Amendment.

3.5 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.

3.6 Corporate Authority. The persons executing this Second 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 Second Amendment on behalf of said party, (iii) by so executing this Fifth Amendment, such party is formally bound to the provisions of this Second Amendment and (iv) the entering into this Second Amendment does not violate any provision of any other agreement to which said party is bound.

**\* \* \* SIGNATURES ON NEXT PAGE \* \* \***

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be executed the day and year first above written.

**CITY OF RIALTO**

**MV CHENG & ASSOCIATES INC.**

By: \_\_\_\_\_  
Deborah Robertson  
Mayor

By: \_\_\_\_\_  
Misty Cheng  
President & CEO

*Attest:*

By: \_\_\_\_\_  
Barbara A. McGee  
City Clerk

*Approved as to Form:*

By: \_\_\_\_\_  
Fred Galante, Esq.  
City Attorney

*Recommended:*

By: \_\_\_\_\_  
Michael E. Story  
City Administrator