

**AMENDMENT NUMBER FIVE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
MV CHENG & ASSOCIATES, INC.**

This Amendment Number Five ("Amendment") is made and entered into this 6th day of October, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MV CHENG & ASSOCIATES, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on September 18, 2018 for Consultant to provide accounting support services (the "Agreement"); and

WHEREAS, on June 4, 2019, City and Consultant amended the Scope of Services to reflect that Consultant will provide temporary staff support services to the Finance Department and increased Consultant's maximum compensation to One Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$149,999.00); and

WHEREAS, on November 19, 2019, City and Consultant further amended the Scope of Services and increased Consultant's maximum compensation to One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$199,999.00); and

WHEREAS, on March 17, 2020, City and Consultant increased Consultant's maximum compensation to Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$249,999.00) to enable City to utilize additional staff support services; and

WHEREAS, on July 21, 2020, City and Consultant increased Consultant's maximum compensation to Three Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$399,999.00) to enable City to utilize additional staff support services; and

WHEREAS, City now requires additional staff support services; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to Six Hundred Fifty Thousand Dollars (\$650,000.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00).
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by

facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Jon Am Jones H

City Manager

Date: 10/15/20

CONSULTANT

Misty V. Cheng

Signature



Date: 10-9-20

MISTY V. CHENG, PRESIDENT & CEO

Name and Title

ATTEST:

Brenda Green 10/20/2020

City Clerk



APPROVED AS TO FORM:

[Signature]

City Attorney

Date: 10/15/2020

APPROVED AS TO INSURANCE:

[Signature]

Risk Management

Date: 10/13/2020

APPROVED AS TO CONTENT:

[Signature]

Project Manager

Date: 10/13/2020

DEPARTMENTAL APPROVAL:



Finance Director

Date: 10/12/2020

APPROVED AS TO PURCHASING:



Finance Director

Date: 10/12/2020