

## **FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND WILLDAN ENGINEERING TO PROVIDE STAFF AUGMENTATION**

This Fourth Amendment to the Agreement for Professional Services to provide Staff Augmentation ("Fourth Amendment") is entered into by and between the City of Hermosa Beach, a municipal corporation ("City") and Willdan Engineering. ("CONSULTANT") as of September 24, 2024.

### **RECITALS**

- A. On July 20, 2022 the City entered into an agreement with Consultant to provide staff augmentation ("Agreement") for a term of three years and a not-to-exceed amount of \$30,000.
- B. On August 9, 2022 the City Council and Consultant executed a first amendment to the Agreement to increase the not-to-exceed limit by \$45,000, for a total not-to-exceed amount of \$75,000.
- C. On November 29, 2022 the City Council and Consultant executed a second amendment to the Agreement and increased the not-to-exceed limit by \$100,000, for a total not-to-exceed amount of \$175,000, and mutually agreed to modify the rate sheet to include an hourly rate of \$205.00 per hour for Community Development Director.
- D. On January 23, 2024 the City Council and Consultant executed a third amendment to the Agreement to increase the not-to-exceed limit by \$120,000, for a total not-to-exceed amount of \$295,000.
- E. To address the ongoing need for staff augmentation needs in the department, the parties mutually desire to increase the not-to-exceed limit by \$100,000, for a total not-to-exceed amount of \$395,000.

**NOW, THEREFORE**, in consideration of the foregoing, the Agreement is amended as follows:

1. Section 1 is amended to read as follows:

CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement. As additional consideration, CITY agrees to pay CONSULTANT a not-to-exceed amount of \$395,000 in accordance with the rates listed

in FEE SCHEDULE, attached as EXHIBIT B, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10<sup>th</sup> day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received. Except as modified above, the Agreement and each and every term and provision thereof remain in full force and effect. Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this ~~Third~~Fourth Amendment on ~~the~~ September 24, 2024.

CITY OF HERMOSA BEACH

CONSULTANT

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Dean Francois, Mayor

Vanessa Munoz, President

ATTEST:

APPROVED AS TO FORM:

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Myra Maravilla, City Clerk

Patrick Donegan, City Attorney