



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF HERMOSA BEACH  
AND  
WILLDAN ENGINEERING**

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into as of April [ ], 2026 ("Effective Date"), by and between the City of Hermosa Beach (a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1315 Valley Drive, Hermosa Beach, California 90254) ("City") and Willdan Engineering (a California corporation with its principal place of business at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443) ("Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

## **RECITALS**

A. The Parties entered an agreement dated September 9, 2025 ("Agreement"), for Consultant to provide on-call development plan review and support services ("Services"); and

B. The City Council ("Council") approved an increase to the compensation under the Agreement through the Fiscal Year 2025 to 2026 Mid-Year Budget Review on March 24, 2026; and

C. The Parties now desire to amend the Agreement in order to increase the compensation for the continued performance of the Services.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct, and are hereby incorporated herein by this reference.

2. Amendment. The Council hereby amends the Agreement as follows:

a. Consideration and Compensation. Paragraph 1 is revised as follows:

(1) Deleting the following language: "\$200,000.00 per year for a five-year term, for CONSULTANT's services at the rates listed in the FEE SCHEDULE, attached as Exhibit B, unless otherwise specified by written amendment to this Agreement."

(2) Adding the following language in place of the deleted language to read as follows: "\$450,000 in accordance with the rates listed in FEE SCHEDULE (attached as hereto as EXHIBIT B-1 and incorporated herein by reference) for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement. The total not to exceed contract amount for the full term of the Agreement shall not exceed \$2,250,000."

b. Fee Schedule. EXHIBIT B is deleted in its entirety and replaced with EXHIBIT B-1, attached hereto and incorporated herein by reference.

3. Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain in full force and effect; and shall govern the actions of the Parties under this First Amendment. Whenever the term "Agreement" appears in the original Agreement from and after the date of this First Amendment, it shall mean the Agreement as amended by this First Amendment.

4. Electronic Transmission. A manually signed copy of this First Amendment which is transmitted by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

5. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment on the Effective Date.

**CITY OF HERMOSA BEACH**

**WILLDAN ENGINEERING**

**APPROVED BY:**

\_\_\_\_\_  
Steve Napolitano  
City Manager

\_\_\_\_\_  
Patrick Johnson  
Director of Building and Safety, Code  
Enforcement, and Fire Services

**ATTESTED BY:**

\_\_\_\_\_  
Martha Alvarez  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Baltimore  
Interim City Attorney