

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

**THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE STAFF AUGMENTATION** ("First Amendment") is made and entered into this 9<sup>th</sup> day of August 2022, by and between the City of Hermosa Beach, a municipal corporation ("City") and Willdan Engineering ("Consultant").

**RECITALS**

- A. 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. To ensure the ability to quickly meet temporary staffing needs that may arise during the contract term, the parties mutually desire to increase the not-to-exceed limit by \$45,000.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree 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 \$75,000 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 10th 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 remains in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the date and year first above written.

**WILLDAN ENGINEERING**

\_\_\_\_\_, President

**CITY OF HERMOSA BEACH**

**By** \_\_\_\_\_  
**MAYOR, Michael Detoy**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK, Myra Maravilla**