

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

**THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE STAFF AUGMENTATION** ("Second Amendment") is made and entered into this 29<sup>th</sup> day of November 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. 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.
- C. To address current temporary staffing needs in the department, the parties mutually desire to modify the rate sheet to include an hourly rate of \$205.00 per hour for Community Development Director and to increase the not-to-exceed limit by \$100,000.

**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 \$175,000 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 remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the 29<sup>th</sup> day of November, 2022.

**CITY OF HERMOSA BEACH**

**WILLDAN ENGINEERING**

By: \_\_\_\_\_

Michael Detoy, MAYOR

By: \_\_\_\_\_

Vanessa Munoz, President

**APPROVED AS TO FORM**

**ATTEST**

By: \_\_\_\_\_

Michael Jenkins, CITY ATTORNEY

By: \_\_\_\_\_

Myra Maravilla, CITY CLERK

**EXHIBIT B**  
**Fee Schedule**

<b>Service Provided</b>	<b>Hourly Rate</b>
Community Development Director	\$205/hour
Building Official	\$155/hour
Plan Check Engineer/Architect	\$135/hour
ICC Certified Plans Examiner	\$125/hour
Building Inspection	\$ 95/hour
CASp Plan Review/Inspection	\$125/hour
Permit Technician	\$ 75/hour
Senior Permit Technician	\$ 85/hour