## SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF TEMECULA AND DAVID TURCH AND ASSOCIATES

## FEDERAL LEGISLATIVE CONSULTANT SERVICES

THIS SECOND AMENDMENT is made and entered into as of April 22, 2025, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and David Turch and Associates, a Sole Proprietor (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- 1. This Amendment is made with the respect to the following facts and purposes:
- A. On June 15, 2019, the City and Consultant entered into that certain Agreement entitled "Agreement for Federal Legislative Consultant Services," in the amount of \$198,000.00.
- B. On **June 14, 2022**, the City and Consultant entered into a First Amendment to Agreement entitled "First Amendment to Agreement **for Federal Legislative Consultant Services**," to extend term of the agreement to June 30, 2025 and increase the payment in the amount of \$198,000.00.
- C. The parties now desire to extend the term of the agreement to **June 30**, **2028** and increase the payment in the amount of \$198,000.00, and to amend the Agreement as set forth in this Amendment.
- 2. Section **One** of the Agreement entitled "**TERM**" is hereby amended to read as follows:
  - "This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2028** unless sooner terminated pursuant to the provisions of this Agreement.
- 3. Section **4.a** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Second Amendment amount shall not exceed Sixty-Six Thousand Dollars and no Cents (\$66,000.00) each fiscal year, for a total Agreement amount of Five Hundred Ninety Four Thousand Dollars and No Cents (\$594,000.00), unless additional payment is approved as provided in this agreement.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA	DAVID TURCH AND ASSOCIATES
By: Brenden Kalfus, Mayor	By: David Turch, CEO
ATTEST:	
By: Randi Johl, City Clerk	
APPROVED AS TO FORM:	
By: Peter M. Thorson, City Attorney	CONSULTANT
	David Turch and Associates ATTN: Jamie Jones 517 2 <sup>nd</sup> Street, Northeast Washington, DC 20002

(202) 543-3744

jamie.jones@davidturch.com