

**FIFTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND PROACTIVE FIRE DESIGN & CONSULTING, INC

FIRE DEPARTMENT PLAN REVIEW SERVICE**

THIS FIFTH AMENDMENT is made and entered into as of **August 11, 2026**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Proactive Fire Design & Consulting, Inc**, a **Corporation** (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 **July 12, 2022**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Fire Department Plan Review Service**," in the amount of **One Hundred Twenty Thousand Dollars and No Cents (\$120,000) annually with the ability, upon mutual agreement to extend the contract for three (3) additional one (1) year terms for a total four-year agreement amount of \$480,000.**
- b. On **February 15, 2023**, the City and Consultant entered into the **First Amendment** to that certain agreement entitled "Agreement for Fire Department Plan Review Services" to increase the contract amount to \$505,000.00.
- c. On **July 11, 2023**, the City and Consultant entered into the **Second Amendment** to that certain agreement entitled "Agreement for Fire Department Plan Review Services" to extend the term of the Agreement to **June 30, 2024.**
- d. On **October 22, 2024**, the City and Consultant entered into the **Third Amendment** to that certain agreement entitled "Agreement for Fire Department Plan Review Services" to extend the term of the Agreement to **June 30, 2025.**
- e. On **September 8, 2025**, the City and Consultant entered into the **Fourth Amendment** to that certain agreement entitled "Agreement for Fire Department Plan Review Services" to extend the term of the Agreement to **June 30, 2026.**
- f. The parties now desire to increase the payment in the amount of **\$60,000 for the total contract amount of \$565,000** and to amend the Agreement as set forth in this Amendment.

2. 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 **FIFTH** Amendment amount shall not exceed **sixty thousand dollars and no cents** (\$ 60,000.00), for additional plan check services for a total Agreement amount of **Five hundred sixty-five thousand dollars and no cents** (\$ 565,000.00).

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

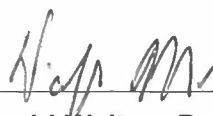
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

PROACTIVE FIRE DESIGN & CONSULTING, INC.

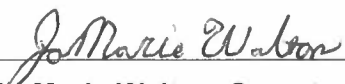
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Jessica Alexander, Mayor

By: _____
Donald Walton, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Jo Marie Walton, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

ProActive Fire Design & Consulting, Inc
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Proactive.fd@gmail.com