

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND HICKS & HARTWICK, INC.**

**ENGINEERING PLAN CHECK SERVICES
(Agreement No. 2021-289)**

THIS SECOND AMENDMENT is made and entered into as of **April 11, 2023** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Hicks & Hartwick, 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 **October 22, 2021**, the City and Consultant entered into that certain Agreement entitled "**Agreement for Consultant Services**," in the amount of **\$60,000.00**.
 - b. On **July 1, 2022**, the City and Consultant entered into a **First Amendment** to extend the term of the agreement to **June 30, 2024**, and increase the payment in the amount of **\$40,000.00**.
 - c. The parties now desire to extend the term of the agreement to **June 30, 2025**, increase the payment in the amount of **\$100,000.00**, and to amend the Agreement as set forth in this Amendment.
2. Section 1 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, 2025** unless sooner terminated pursuant to the provisions of this Agreement.
3. Section 4 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 **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, for a total Agreement amount of **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**.
4. Exhibit **B** to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
5. 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

HICKS & HARTWICK, INC

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

By: _____
Zak Schwank, Mayor

By: 
Matthew C. Hicks, President

ATTEST:

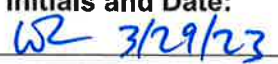
By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Hicks & Hartwick, Inc.
Attn: Matthew C. Hicks
37 E. Olive Avenue, Suite C
Redlands, CA 92373
(909) 793-2257
matt@verycivil.com

City Purchasing Mgr.
Initials and Date:


ATTACHMENT A

EXHIBIT B

Payment Rates and Schedule

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$200,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



HOURLY RATE SCHEDULE Effective June 2023 through June 2025

<u>PLAN CHECKING PERSONNEL</u>	<u>\$/ Hr.</u>
Senior Engineer	245.00
Project Engineer	225.00
Plan Checker	155.00

ACTION BY UNANIMOUS WRITTEN CONSENT
OF DIRECTORS AND SHAREHOLDERS OF HICKS & HARTWICK, INC.,
A California Corporation

The undersigned, all the directors and shareholders HICKS & HARTWICK, INC., acting by unanimous written consent without a meeting pursuant to section 307(b) and 603 of the California Corporations Code adopt the following resolutions:

RESOLVED, that all transactions by and between Matthew C. Hicks, Harold R. Hartwick and Hicks & Hartwick, Inc., are ratified, authorized and approved, including without limitation the Purchase Agreement ("Agreement") executed by the parties, and all acts in furtherance thereof, attached hereto and made a part hereof as Exhibit "A," all of which are ratified, authorized and approved.

RESOLVED FURTHER, that as of the Closing Date of the Agreement, Harold R. Hartwick, resigns from all officer and director positions held in the corporation, however, he will continue as an At-Will employee of the corporation.

RESOLVED FURTHER, that the following person is appointed, to serve at the pleasure of the board, to the offices set forth, which appointments are accepted:

Name	Office
Matthew C. Hicks	President/Secretary/Chief Financial Officer/Treasurer/Director

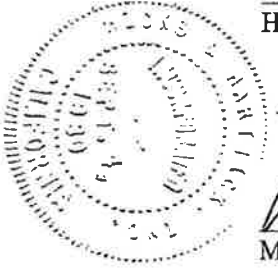
RESOLVED FURTHER, that as of the Closing Date of the Agreement, the officers and directors are authorized to cancel share certificate No. 3 for 150 of the 450 issued and outstanding shares stock of the corporation and reissue the shares to Matthew C. Hicks.

Dated to be effective as of September 7, 2017.

[SIGNATURES ON NEXT PAGE]

Harold R. Hartwick

Harold R. Hartwick



Matthew C. Hicks

Matthew C. Hicks

Hicks:Contract:ConsentHicks&Hartwick20170905.docx