

**FOURTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND CHAD WOHLFORD
DBA: WOHLFORD CONSULTING**

COST ALLOCATION PLAN & USER FEE STUDY

THIS FOURTH AMENDMENT is made and entered into as of **May 28, 2019** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Chad Wohlford dba: Wohlford Consulting**, 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 August 12, 2014, the City and Consultant entered into that certain Agreement entitled "Agreement for Cost Allocation Plan & User Fee Study," in the amount of **\$41,750**, plus contingency in the amount of **4,175**.
 - b. On June 05, 2015, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Cost Allocation Plan & User Fee Study," to extend the term of the Agreement to June 30, 2016.
 - c. On June 28, 2016, the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for Cost Allocation Plan & User Fee Study", to add scope of work, extend the term of the Agreement to December 30, 2017 and increase the payment in the amount of **\$15,863**.
 - d. On May 04, 2018, the City and Consultant entered into the Third Amendment to that certain Agreement entitled "Agreement for Cost Allocation Plan & User Fee Study", to extend the term of the Agreement to December 30, 2018.
 - e. The parties now desire to extend the term of the Agreement to December 30, 2019, increase the payment in the amount of **\$10,000** 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 **December 31, 2019** unless sooner terminated pursuant to the provisions of this Agreement.
3. Section 4.a of the Agreement entitled "**PAYMENT**" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedule of payment as 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 Fourth Amendment amount shall not exceed **Ten Thousand Dollars and No Cents (\$10,000.00)**, for additional Cost Allocation Plan and User Fee Study for a total Agreement amount of **Seventy-One Thousand Seven Hundred Eighty-Eight Dollars and No Cents (\$71,788.00)**.

4. Exhibit B to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Agreement, 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

CHAD WOHLFORD

DBA: WOHLFORD CONSULTING

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

By: _____

Michael S. Naggar, Mayor

By: _____

Chad Wohlford, Owner

ATTEST:

By: _____

Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney

CONSULTANT

Chad Wohlford

DBA: Wohlford Consulting

372 Florin Road, #293

Sacramento, CA 95831

Phone: 916-205-7050

Fax: 916-393-6801

E-Mail: chad@wohlfordconsulting.com

PM Initials: 

Date: 4/30/19

ATTACHMENT A

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Pricing for current FY 2018-19 services are as outlined in the original Agreement Fee Schedule and Amendment Three. Section 4 of the Agreement is amended to increase the payment in the amount of \$10,000, but in no event shall the total amount for services exceed the total Agreement amount of \$71,788 for the total term of the Agreement.