

**FIFTH AMENDMENT TO THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND ON THE WING FALCONRY INC.**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and On the Wing Falconry Inc, a California corporation ("Contractor").

WHEREAS, on November 29, 2016, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 7, 2017, the parties entered into the First Amendment to the Agreement for Project Services between the City and Contractor (the "First Amendment") to modify the scope of services, extend the Agreement to November 30, 2018, increase the daily rate to a not to exceed amount of \$550 and increase Contractor's total limit on compensation to the amount of \$195,000 effective December 1, 2017; and

WHEREAS, on October 16, 2018, the parties entered into the Second Amendment to the Agreement for Project Services between the City and Contractor (the "Second Amendment") to extend the Agreement to November 30, 2019, and increase Contractor's total limit on compensation to the amount of \$305,000 effective December 1, 2018; and

WHEREAS, on October 15, 2019, the parties entered into the Third Amendment to the Agreement for Project Services between the City and Contractor (the "Third Amendment") to extend the Agreement to November 30, 2020, and increase Contractor's total limit on compensation to the amount of \$426,000 effective December 1, 2019; and

WHEREAS, on July 7, 2020, the parties entered into the Fourth Amendment to the Agreement for Project Services between the City and Contractor (the "Fourth Amendment") to extend the Agreement to June 30, 2021, modify the scope of services, and increase Contractor's total limit on compensation to the amount of \$433,183 effective July 7, 2020; and

WHEREAS, the parties desire to modify the scope of services, extend the term and increase the limit on Contractor's total compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibits "A" to "A-2" of the Agreement are hereby amended to add Exhibit "A-3", which increases the estimated average number of falcon flying days from two days per week to three days per week. Exhibit "A-3" is attached hereto and incorporated by reference.
2. Term. Exhibits "B" "to B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to June 30, 2022. Exhibit "B-5" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-3" in accordance with the schedule set forth in Exhibit "B-5".
3. Compensation. Exhibit "C" to "C-4" of the Agreement is hereby amended to add Exhibit "C-5" to increase the limit on total compensation to the amount of \$519,583. Exhibit "C-5" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-3".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 20th day of July, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ON THE WING FALCONRY INC,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-3"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. Definition

City's Waterfront. The area located between the Redondo Landing and Fisherman's Wharf to the south and to the Chart House to the north.

B. Contractor's Duties

Contractor shall perform the following duties.

1. Implement and administer the program that utilizes large falcons and Harris hawks to create an area free of pest birds within the City's Waterfront and breakwall.
2. Utilize no fewer than six raptors: three Harris Hawks and three large falcons during the administration of the program. Upon notice and written approval by the City, Consultant may utilize a different type of raptor.
3. Work with the City's Waterfront businesses to secure access for the ongoing removal of remaining pest bird populations.
4. Provide all tools, equipment and on-site transportation to perform the duties described herein.
5. Provide the City with monthly written progress reports of the pest removal and abatement efforts.
6. It is estimated that hawks and falcons will be flown three days per week on average for a total of 30 hours. The presence of pest birds will be monitored and in the event the program becomes more effective and the hawks and falcons may be flown less frequently, City and Contractor shall amend the schedule via mutual agreement.

C. City's Duties

City will provide an area for the temporary storage of Contractor's utility vehicle and birds.

EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on June 30, 2021 and expire July 1, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C-5"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Effective July 20, 2021, Contractor shall be paid a daily rate no to exceed the amount of \$600. The days of service shall be mutually scheduled by Contractor and the City. Notwithstanding the foregoing, Contractor's total compensation shall not exceed the amount of \$519,583 during the term of the Agreement.

- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices must indicate services performed, dates of service, and rate charged. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

- C. **Schedule for Payment.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's reasonable satisfaction.

- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

On the Wing Falconry Service
2615 190th Street, Suite 210
Redondo Beach, CA 90278
Attn: Rocky Post

City

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attn: Laurie Koike, Manager, Waterfront and Economic Development

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.