

BLUE FOLDER ITEM

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CITY COUNCIL MEETING MAY 20, 2025

H.11 APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH THE CITY OF HERMOSA BEACH TO INCREASE THE MONTHLY FEE TO THE CITY OF REDONDO BEACH BY 10% EACH YEAR FOR THE NEXT FOUR YEARS AND THEN BY 5% EACH YEAR THEREAFTER FOR CITY PROSECUTION SERVICES

CONTACT: JOY A. FORD, CITY ATTORNEY

- **REVISED HERMOSA BEACH SECOND AMENDMENT - MINOR UPDATE TO SECTION 2, COMPENSATION: MONTH ADDED TO FEE SCHEDULE**

SECOND AMENDMENT TO THE AGREEMENT FOR CITY PROSECUTOR SERVICES BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF HERMOSA BEACH

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CITY PROSECUTOR SERVICES BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF HERMOSA BEACH ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("RB") and the City of Hermosa Beach, a California general law city ("HB").

WHEREAS, on September 9, 2014, the parties entered into the Agreement for City Prosecutor Services whereby the Redondo Beach City Attorney is providing prosecution services to HB (the "Agreement"); and

WHEREAS, on April 17, 2018, the parties entered into a First Amendment to the Agreement (First Amendment") which added quality-of-life legal services and amended the compensation to add the hourly rate for quality-of-life legal services; and

WHEREAS, the parties desire to amend the scope of services and 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 amendment to the Agreement:

1. Scope of Services: The Scope of Services of the Agreement shall be amended to add the requirement that prosecutors provide HB's City Manager and the Police Chief a semi-annual report consisting of the number of reports received from the police department for prosecutor review, the number of cases filed by the prosecutors, and the dispositions of the cases.
2. Compensation. The compensation shall be amended as follows:

Starting July 1, 2025: flat monthly fee shall be \$18,444;
Starting July 1, 2026: flat monthly fee shall be \$20,412;
Starting July 1, 2027: flat monthly fee shall be \$22,590;
Starting July 1, 2028, flat monthly fee shall be \$25,000; and
Starting July 1, 2029: an annual increase of 5% each year thereafter.

1. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment and this Second 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, the First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 13th day of May, 2025.

CITY OF REDONDO BEACH

James A. Light, Mayor

ATTEST:

Eleanor Manzano, City Clerk
City of Redondo Beach

APPROVED AS TO FORM:

Joy A. Ford, City Attorney
City of Redondo Beach

CITY OF HERMOSA BEACH

Rob Saemann, Mayor

ATTEST:

Myra Maravilla, City Clerk
City of Hermosa Beach

APPROVED AS TO FORM:

Todd Leishman, Interim City Attorney
City of Hermosa Beach