

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MELAD AND ASSOCIATES, INC.**

This Second Amendment to the Agreement for Consulting Services ("Second Amendment") is made and entered into by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Melad and Associates, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on April 2, 2024, the City and Consultant entered into the Agreement for Consulting Services ("Agreement"); and

WHEREAS, on June 18, 2024, the City and Consultant entered into the First Amendment to the Agreement ("First Amendment") to raise Consultant's total compensation limit to \$57,000; and

WHEREAS, the City and Consultant now desire to further amend the Agreement to expand the scope of services and increase Consultant's total compensation.

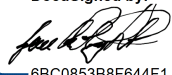
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1," which adds Permit Building Technician services. Exhibit "A-1" is attached hereto and incorporated herein by reference.
2. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibit "C-1" is hereby further amended to include Exhibit "C-2," which establishes an additional hourly rate of \$90 for Permit Technician services and increases Consultant's total compensation by \$104,000, setting a new limit of \$161,000. Exhibit "C-2" is attached hereto and incorporated herein by reference.
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, 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, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

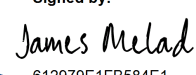
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 3rd day of September, 2024.

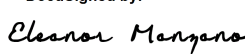
CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

6BC0853B8F644F1...
James A. Light, Mayor

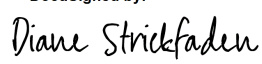
MELAD AND ASSOCIATES, INC.,
a California corporation

Signed by:

612979E1EB584E1...
By: James Melad
Name: James Melad
Title: President

ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

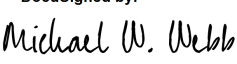
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669049EDE03D402...
Michael W. Webb, City Attorney

EXHIBIT “A-1”

SCOPE OF WORK

I. CONSULTANT’S DUTIES

A. Permit Building Technicians:

1. Consultant shall, at the request of the City, provide Permit Building Technicians to assist with counter coverage, permit issuance, plan check submittal acceptance, and other administrative tasks as requested by the City.
2. Consultant shall provide Permit Building Technicians that are highly trained and experienced in various permit-processing systems, including but not limited to Energov and Permits Plus, and deliver exemplary customer service to all individuals visiting the Building Department.
3. Consultant shall assign Permit Building Technicians who provide services with minimal additional training and deliver high-quality customer service to all individuals interacting with the Building Department.
4. Consultant shall ensure its Permit Building Technicians perform the following services.
 - a. Process permits, including receiving and verifying permit and project applications for plan review and fee determination; routing to inspectors for review and fee calculation; issuing permit numbers; and preparing associated files, cards, and fee receipts.
 - b. Provide information and assistance to the public, developers, and contractors in a professional and courteous manner, utilizing clear and effective oral and written communication skills.
 - c. Schedule building inspections and distribute inspection requests to inspector daily.
 - d. Provide accurate information regarding building codes, property details, procedures, and ordinances.
 - e. Perform additional administrative duties within the department, including but not limited to answering telephones, assisting customers, preparing correspondence and reports, scanning, filing, and maintaining records.

EXHIBIT "C-2"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following schedule.

Type of Review	Hourly Rate
Building Plan Review	\$90 per hour with a minimum of four hours
Accelerated Plan Review	\$135 per hour
MEP & Title 24 Plan Review	\$75 per hour with a minimum of four hours
Grading Plan Review	\$90 per hour with a minimum of four hours
Soils Reports Review	\$75 per hour with a minimum of two hours
Other (Fire, Solar, Antenna, Sign, etc.)	\$75 per hour with a minimum of two hours
Pre-submission and Design Consultation Meetings with the Permit Applicant	\$90 per hour
Inspections Outside Regular Hours	\$135 per hour
Permit Building Technician	\$90 per hour with a minimum of four hours

For any reviews following the initial one, Consultant shall bill solely at the applicable hourly rate without imposing a requirement for a minimum number of hours.

Overtime shall be compensated at an additional fifty percent (50%) per hour for any hours worked beyond eight (8) hours in a single day or forty (40) hours in a workweek.

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant under the Agreement and any of its amendments, exceed \$161,000 during the Term.

- III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must be itemized and include:

- A. Date of service.
- B. Type of review.
- C. Applicable hourly rate.
- D. Number of hours worked or if applicable the minimum number of hours.
- E. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Melad & Associates, Inc.
8907 Warner Ave., Suite 161
Huntington Beach, CA 92647
Attention: James Melad
Email: jmelad@meladinc.com

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chief Building Official
Email: lorena.soules@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RUBIN INSURANCE AGENCY/PHS 72161534 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
INSURED JOSE MELD DBA MELAD ASSOCIATES 8907 WARNER AVE STE 161 HUNTINGTON BEACH CA 92647-5099	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	NAIC# 11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		72 SBA GE8240	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:						PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY			72 SBA GE8240	06/01/2024	06/01/2025	GENERAL AGGREGATE \$2,000,000
	ANY AUTO						PRODUCTS - COMP/OP AGG \$2,000,000
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	HIRED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per person)
A	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		72 SBA GE8240	06/01/2024	06/01/2025	BODILY INJURY (Per accident)
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						PROPERTY DAMAGE (Per accident)
							EACH OCCURRENCE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					AGGREGATE \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are hereby named additional insured with respect to any liability arising out of work or operations performed by or on behalf of the Insured.

CERTIFICATE HOLDER

City of Redondo Beach
415 DIAMOND ST
REDONDO BEACH CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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