

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

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fourth 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, 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-1" of the Agreement are hereby amended to add Exhibit "A-2", which reduces the estimated average number of falcon flying days from four and half days to two days per week. Exhibit "A-2" is attached hereto and incorporated by reference.
2. Term. Exhibits "B" to B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2021. Exhibit "B-4" is attached

hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-4" in accordance with the schedule set forth in Exhibit "B-4".

3. Compensation. Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to decrease Contractor's daily rate to a not to exceed amount of \$600 commencing July 7, 2020 and increase the limit on total compensation to the amount to \$433,183. Exhibit "C-4" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-2".
4. No Other Amendments. The Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth 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 and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 7th day of July,

CITY OF REDONDO BEACH,  
a chartered municipal corporation

ON THE WING FALCONRY INC,  
a California corporation

\_\_\_\_\_  
William C. Brand, Mayor

DocuSigned by:  
*Rocky John Post*  
By: \_\_\_\_\_  
Name: Rocky John Post  
Title: Owner

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

DocuSigned by:  
*Diane Strickfaden*  
\_\_\_\_\_  
Risk Manager  
Diane Strickfaden

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT "A-2"

### 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 local City's Waterfront businesses to secure access for the ongoing removal of the 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.
6. It is estimated that hawks and falcons will be flown two days per week on average. 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-4"**

**SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall commence July 7, 2020 and expire June 30, 2021, unless otherwise terminated as herein provided.

**EXHIBIT "C-4"**  
**COMPENSATION**

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

- A. **AMOUNT.** Effective July 7, 2020, Contractor shall be paid a daily rate not to exceed 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 \$433,183 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 also 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 Contractor within thirty (30) days of receipt of the invoice; provided, however, that services are completed to the City's full 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 Inc  
                                 2615 190 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.