

**FIRST AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND LEWIS STANLEY, INC. DBA
MINUTEMAN PRESS REDONDO BEACH**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lewis Stanley, Inc., a California corporation dba Minuteman Press Redondo Beach ("Contractor").

WHEREAS, on September 19, 2023, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"), which established the Contractor's compensation limit at \$34,998.69; and

WHEREAS, the parties hereto wish to amend the Agreement.

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. **TERM.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to September 19, 2026. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", which increases Contractor's compensation by \$30,000, thereby setting a new limit of \$64,998.69, and amends the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 19th day of November, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LEWIS STANLEY, INC., a California
corporation dba Minuteman Press
Redondo Beach

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of the Agreement shall be extended to September 19, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule attached to the Agreement. The prices are subject to an annual increase of up to 5%. Prior to the commencement of work, Contractor shall submit a quote for the cost of services per service order, which must be approved by the City. Notwithstanding the foregoing, in the event there are extreme market conditions beyond the Contractor's reasonable control, including tax escalations, newly enacted legislation affecting employee expenses, or other circumstances causing an elevation in supplier or material costs, Contractor may request additional increases beyond the 5% cap. However, no modification shall be effective, unless both parties execute a subsequent written amendment.
2. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Contractor exceed \$64,998.69 under the Agreement, as amended by this First Amendment.
3. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices shall provide service order number, description of item, size, stock, color specification, quantity, unit cost, price, subtotal, and total cost. 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.
4. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within sixty (60) days after City's receipt of the invoice, provided however, that the work has been completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Minuteman Press
2633 Manhattan Beach Blvd.
Redondo Beach, CA 90277
Attention: James Frost
Email: redondo@minutemanpress.com

City: City of Redondo Beach
Information Technology Department
415 Diamond St.
Redondo Beach, CA 90277

Attention: Michael Cook, Information Technology Director
Email: mike.cook@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.