TENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF REDONDO BEACH
AND
KOSMONT & ASSOCIATES, INC.
DBA KOSMONT COMPANIES

THIS TENTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Tenth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to $250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30,2017 and increased the compensation to $430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to $570,000; and

WHEREAS, on November 7, 2017, the parties entered into a Fourth Amendment ("Fourth Amendment") which extended the term to July 30, 2018 and increased the compensation to $745,000; and

WHEREAS, on March 20, 2018, the parties entered into a Fifth Amendment ("Fifth Amendment") which extended the term to July 30, 2019 and increased the compensation to $945,000; and

WHEREAS, on February 19, 2019, the parties entered into a Sixth Amendment ("Sixth Amendment") which extended the term to July 30, 2020 and increased the compensation to $1,170,000; and

WHEREAS, on October 15, 2019, the parties entered into a Seventh Amendment ("Seventh Amendment") which extended the term to December 31, 2020 and increased the compensation to $1,335,000; and

WHEREAS, on February 11, 2020, the parties entered into an Eighth Amendment ("Eighth Amendment") which increased the compensation to $1,395,000; and

WHEREAS, on January 19,2021, the parties entered into a Ninth Amendment ("Ninth Amendment") which extended the term to December 31. 2021 and increased the compensation to $1,445,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:
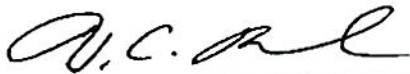
1. <u>Term</u>: Exhibit B of the Agreement is amended to set the expiration of the Agreement to June 30, 2022.

2. <u>Modification</u>. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment together with this Tenth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Tenth Amendment and the Ninth Amendment, Eighth Amendment, Seventh Amendment, Sixth Amendment, Fifth Amendment, Fourth Amendment, Third Amendment, Second Amendment, First Amendment and the Agreement, the terms of this Tenth Amendment shall prevail. This Tenth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have entered into this Tenth Amendment as of this 14th day of December, 2021.

CITY OF REDONDO BEACH
A chartered municipality

KOSMONT & ASSOCIATES, INC
a California Corporation
dba KOSMONT COMPANIES

_____
William C. Brand, Mayor
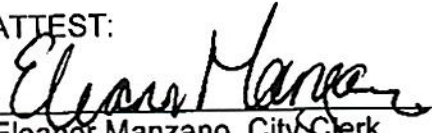
_____
Name
Title: Chairman & CEO

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

APPROVED:

_____
Risk Manager

ATTEST:

_____
Eleanor Manzano, City Clerk