

**EIGHTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.**

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Eighth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, on October 4, 2022, the parties hereto entered into that certain Fourth Amendment to the Agreement between the City and Consultant ("Fourth Amendment"), and

WHEREAS, on February 21, 2023, the parties hereto entered into that certain Fifth Amendment to the Agreement between the City and Consultant ("Fifth Amendment"), and

WHEREAS, on March 12, 2024, the parties hereto entered into that certain Sixth Amendment to the Agreement between the City and Consultant ("Sixth Amendment?"), and

WHEREAS, on March 18, 2025, the parties hereto entered into that certain Seventh Amendment to the Agreement between the City and Consultant ("Seventh Amendment"), and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

**SECTION 1. EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES** of the Amended Agreement is hereby amended to add the following scope of services as follows:

**A. PROJECT OVERVIEW:** Placeworks shall prepare additional environmental, traffic, safety, and tribal consultation services required for the final approval of the remaining General Plan Elements (collectively, the "Project"). The purpose of the Project is to finalize General Plan Update adoption in compliance with State Law.

This scope of work includes the extra intersections needed to comply with Article XXVII based on the identified parcels, the magnitude of the land use changes (proposed amendments to the PI designated properties throughout the City), new study intersections not previously anticipated from the original base set, as well as 3 entirely new study intersections. Inclusion of PI uses as areas of major change increases the number of impacted traffic analysis zones from 11 to 31 compared to what was anticipated in previous scope, and doubles the number of intersections that must be included in the analysis. Additionally, as required by Article XXVII, the associated land use modeling effort has also expanded and is included in this proposed scope.

**B. SCOPE OF WORK.** Consultant shall perform additional modeling, outreach, and element updates associated with the final adoption of the General Plan. Consultant shall provide textual support and technical analysis for new traffic analysis intersections, Safety Element state mandates (SB 1425, SB 2684), Tribal Consultation (SB 18), and non-Housing Element zoning edits.

### **C. TASKS AND ACTIVITIES**

#### **1. Task 17. Article XXVII F&P Traffic Modeling**

Fehr & Peers will prepare new traffic volume forecasts for all study intersections and segments within a 3,000-foot buffer of the relevant parcels studied under the updated scenarios. Two runs of the SCAG model will be conducted for the final Current Plan and Proposed Plan scenarios. Additionally, through coordination with City staff on the final land use changes, three additional study intersections will be added in the vicinity of areas of major change that weren't previously anticipated to be analyzed:

- Redondo Beach Ave & Space Park Dr
- Manhattan Beach Bl & Dolittle Dr
- Maria Ave & Beryl St

New traffic counts will be collected at these locations, and LOS analysis in accordance with Article XXVII will be prepared. Based on the results of the analysis, Fehr & Peers

will develop prototypical mitigation measures and reference locations that are operating at LOS E or F.

**2. Task 17. Article XXVII PW Land Use Modeling**

Consultant shall re-estimate future buildout assuming rooftop dining is accounted for within the 1.5 maximum Floor Area Ratio (FAR) cap in AACAP. Consultant shall prepare Article XXVII land use analysis for thirty (30) additional Public/Institutional (PI) uses compared to the original baseline scope.

**3. Task 3.4. SB 18 Tribal Consultation**

Consultant shall assist the City with the Senate Bill (SB) 18 Tribal consultation process pursuant to California Government Code Sections 65352.3 and 65352.4. Consultant shall draft template consultation letters on behalf of the City for staff review. Following receipt of City comments, Consultant shall finalize the consultation letter template using agency letterhead, contact the Native American Heritage Commission (NAHC) to obtain a list of tribes with affiliation to the project area, and distribute individual consultation letters via certified mail.

**4. Task 11.1. Safety Element Update for State Law Consistency**

Consultant shall update the Safety Element for consistency with State Law (SB 1425) requiring the General Plan to address the co-benefits of open space correlated to the Safety Element by January 1, 2026. Consultant shall also include updates for Extreme Heat as required by SB 2684. Updates shall include modifications to mapping (flood, tsunami, fire) as needed.

**5. Task 15. Staff Support for Zoning / LCP Edits for non-HE Changes**

Consultant shall render technical text drafting and processing changes associated with non-housing element updates. Edits will predominantly codify ongoing updates to State Law (focusing on programmatic features and definitions versus land-use policy adjustments).

A. **DELIVERABLES.** Consultant shall submit the following deliverables in accordance with the schedule set forth below.

<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>
Traffic Analysis	SCAG model runs and Article XXVII LOS analysis for expanded study intersections.	July, 2026
Land Use Analysis	Updated buildout estimates for AACAP and PI uses.	July, 2026

SB 18 Consultation	NAHC list, finalized agency letters, and certified mail receipts.	July, 2026
Updated Safety Element	Draft and final updates addressing SB 1425, SB 2684, and hazard maps.	July, 2026
Zoning/LCP Edits	Text amendments for non-Housing Element state law compliance.	July, 2026

**B. PROJECT SCHEDULE.** Consultant shall complete the Project substantially in accordance with the following anticipated schedule, which may be modified by the City in its sole discretion. The target milestone for completion of these augmented tasks aligns with the remaining General Plan Elements approval process, scheduled for City Council in July (2026) and election in Fall 2026.

**C. PERFORMANCE REQUIREMENTS.** Consultant shall perform services in accordance with generally accepted professional practices and standards. Consultant shall comply with Redondo Beach Municipal Code Article XXVII, as well as California State laws including SB 18, SB 1425, and SB 2684. Consultant shall prepare reports that are easy to understand, well-documented, and legally defensible.

**D. REPORTING REQUIREMENTS.** Consultant shall meet with City staff regularly, or as requested by the City, to provide progress updates regarding the Project.

**E. ROLES AND RESPONSIBILITIES**

**1. City Responsibilities**

- a. Designate Sean Scully or designee as the Project Coordinator.
- b. Review letter templates, finalize land use changes, and provide feedback on element drafts.
- c. Assist in obtaining Consultant’s reasonably requested information.
- d. Coordinate and provide timely review of draft reports.

**2. Consultant Responsibilities**

- a. Assign principal (Wendy Nowak) to lead the project.
- b. Perform all research, calculations, modeling, and report drafting.
- c. Provide necessary supporting documentation for the adoption process.
- d. Provide video conferencing platform (Zoom) for working meetings.”

**SECTION 2. EXHIBIT “B” TERM** of the Amended Agreement is hereby amended as follows:

“**TERM.** This Agreement shall continue through December 31, 2026 and cover work performed from March 31, 2026 to June 16, 2026, unless otherwise terminated as herein provided. This Agreement may be renewed for one six-month extension term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City’s Community Development Director submits written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond June 30, 2027 from the commencement date unless both parties execute a written amendment.

**PERFORMANCE SCHEDULE.** Consultant shall complete the Project in accordance with the Project schedule outlined in Exhibit “A”, which may be modified by the City in its sole discretion. Consultant shall meet with City staff regularly, or as requested by the City, to provide Project updates and discuss Project status.”

**SECTION 3. EXHIBIT “C” COMPENSATION** of the Amended Agreement is hereby amended as follows:

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

A. **AMOUNT.** Consultant shall be paid in accordance with the schedule set forth below. The amounts allocated among the tasks below may be reallocated between tasks by the City, provided that the total compensation paid to Consultant for this Eighth Amendment shall not exceed \$48,010 without a prior written amendment. The new total not to exceed amount for the entire Amended Agreement, including this Eighth Amendment, shall not exceed \$2,507,856.

<b>Task</b>	<b>Task Description</b>	<b>Amount</b>
<b>Task 17</b>	Article XXVII Fehr & Peers Traffic Modeling	\$34,870
<b>Task 17</b>	Article XXVII PlaceWorks Land Use Modeling	\$5,640
<b>Task 3.4</b>	SB 18 Tribal Consultation Support	\$2,200
<b>Task 11.1</b>	Safety Element State Law Consistency	\$2,800

	Updates (SB 1425 / SB 2684)	
<b>Task 15</b>	Staff Support for Zoning / LCP Edits (Non-Housing Element)	\$2,500
<b>TOTAL</b>	<b>EIGHTH AMENDMENT BUDGET AUGMENTATION</b>	<b>\$48,010</b>

Consultant shall be paid in accordance with the PlaceWorks - 2025 Standard Fee Schedule as established in the Seventh Amendment. Additional services authorized by the City pursuant to Exhibit "A" shall be billed in accordance with said fee schedule.

- B. **METHOD OF PAYMENT.** Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, task number, task description, milestone/deliverable, staff title, hourly rate, number of hours worked, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup. Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Consultant may be required to provide backup material upon request.
  
- C. **SCHEDULE FOR PAYMENT.** The City will pay within forty-five (45) days of its receipt of the monthly invoice; provided that services have been completed to the City's full satisfaction. Notwithstanding the foregoing, the City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.
  
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: PlaceWorks, Inc.  
 Attention: Wendy Nowak, Principal  
 3 MacArthur Place, Suite 1100  
 Santa Ana, CA 92707  
 Email: [wnowak@placeworks.com](mailto:wnowak@placeworks.com)

City: City of Redondo Beach  
 Community Development Department  
 415 Diamond Street

Redondo Beach, CA 90277  
Attention: Sean Scully, Planning Manager  
Email: [Sean.Scully@redondo.org](mailto:Sean.Scully@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.”

#### **SECTION 4. MODIFICATION**

Except as expressly set forth herein, the Amended Agreement shall continue in full force and effect. The Amended Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Eighth Amendment and the Amended Agreement the terms of this Eighth Amendment shall prevail. This Eighth 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 Eighth Amendment as of this 16<sup>th</sup> day of June 2026.

CITY OF REDONDO BEACH  
A chartered municipality

PLACEWORKS, INC.  
a California Corporation

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
*Wendy Nowak*  
By: AA27F1E389504BE...  
Name: Wendy Nowak  
Title: Principal  
6/5/2026 | 2:05 PM PDT

ATTEST:

APPROVED

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

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney