

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

This Third Amendment to the Agreement for Consulting Services ("Third 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 parties hereto entered into the Agreement for Consulting Services ("Agreement"); and

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

WHEREAS, on September 3, 2024, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to add Permit Building Technician services, establish an additional hourly rate of \$90 for those Permit Technician services, and raise Consultant's total compensation limit to \$161,000; and

WHEREAS, the parties hereto now desire to further amend the Agreement to 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 hereto agree to make the following amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2" is hereby further amended to include Exhibit "C-3," which increases Consultant's total compensation by \$150,000, setting a new limit of \$311,000. Exhibit "C-3" is attached hereto and incorporated herein by reference. Consultant shall continue to be compensated for the services described in Exhibits "A" and "A-1".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, and this Third Amendment, the terms of this Third Amendment shall govern.

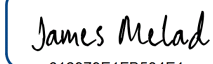
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 21st day of January, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MELAD AND ASSOCIATES, INC.,
a California corporation

James A. Light, Mayor

Signed by:

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By: _____
Name: ~~James Melad~~
Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-3"

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 \$311,000 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 and 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.

