

**THIRD AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND KIM FUENTES**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kim Fuentes, an individual ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2019 and increase Consultant's not to exceed compensation to \$30,000; and

WHEREAS, on May 7, 2019, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to add services, extend the Agreement to June 30, 2022 and increase Consultant's not to exceed compensation to \$60,000; and

WHEREAS, the parties 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. **SCHEDULE FOR COMPLETION.** Exhibits "B" and "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2024. Exhibit "B-3" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-2" in accordance with the schedule set forth in Exhibit "B-3".
2. **COMPENSATION.** Exhibits "C" and "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the hourly rate to \$145, and increase the not to exceed compensation by \$15,000, for a total limit on Contractor's compensation in the amount of \$75,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-2".
3. **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.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KIM FUENTES,
an individual

William C. Brand, 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-3”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2024 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-3"

COMPENSATION

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

1. **AMOUNT.** Effective July 1, 2022, Consultant shall be paid an hourly rate of \$145 for services described herein. In no event shall the total amount paid to Consultant exceed \$75,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices dates of service, detailing hourly rate, hours worked, and services performed to City for approval and payment. 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.
3. **SCHEDULE FOR PAYMENT.** Consultant shall be paid monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are performed to the City's full satisfaction.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Kim Fuentes
1216 Oak Leaf Ave.
Monrovia, CA 91216

City: City of Redondo Beach
Community Services Department, the Transit Division
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Joyce Rooney, Transit Manager

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.