

**FIFTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor, extend the term of the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, on May 7, 2019, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, on May 19, 2020, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term of the Agreement to June 30, 2021, increase Consultant's hourly rate to \$130 for services and \$65 for travel, and increase the limit on Consultant's total compensation to \$80,000; and

WHEREAS, on May 18, 2021, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the term of the Agreement to June 30, 2022; and

WHEREAS, the parties desire 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" to "B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to June 30, 2023. Exhibit "B-5" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-5".
2. Compensation. Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to increase Consultant's hourly rate to \$140 for services and \$70 for travel, and increase the limit on Consultant's total compensation to

\$100,000. Exhibit "C-4" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".

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, Third Amendment, Fourth Amendment, and this Fifth 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, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

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

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROY E. GLAUTHIER,
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-5"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2023, unless otherwise terminated as herein provided.

EXHIBIT "C-4"
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$140 for services described herein and an hourly rate of \$70 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$100,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide dates of services, hours worked and traveled, applicable hourly rates, and services performed. Invoices must be itemized, 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- E. **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: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
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.