

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second 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, City and Consultant desire to amend the Agreement and First Amendment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement and First Amendment (collectively "Amended Agreement"):

a. Additional General Plan Advisory Committee (GPAC) Meetings.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "II. **Consultant's Duties, Phase 2. Community Engagement Program, Task 2.3 General Plan Advisory Committee (GPAC)**" is hereby amended to add the following duties and deliverables:

"The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan and Aviation-Artesia Corridor Area Plan preparations. Consultant shall prepare for and attend up to 23 GPAC meetings as directed by the City. Additional meeting attendance (other than that stated above) must be approved by the City.

Three (3) additional meetings of the GPAC (ten (10) originally contracted and ten (10) per the First Amendment) are required to better balance the interest by the City to provide more meaningful opportunities for input and feedback from this body and the community. The additional GPAC meetings have become necessary to reconcile work by the GPAC upon the Guiding Principles and the development and presentation to the community of multiple land plan options (neither of which were included in the scope of the Agreement or First Amendment).



Deliverables:

- Preparation for, attendance at, and follow up to, 23 GPAC Meetings (three (3) additional GPAC Meetings plus ten (10) GPAC Meetings per the First Amendment plus the ten (10) originally contracted."

b. Community-Wide Workshops.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.4 Community-Wide Workshops**" is hereby amended to add the following duties and deliverables:

"The Consultant shall conduct up to three (3) community-wide outreach workshops (three (3) originally contracted, a fourth (4) was added with the First Amendment to focus specifically on the Aviation-Artesia Corridor Area Plan only. The Aviation-Artesia Corridor Area Plan will be presented at a combined Community-Wide Workshop along with all of GPAC's recommendations) at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan, conservation parks and recreation and open space concepts, the Safety and Noise Element updates (if determined by the City), and the Aviation-Artesia Corridor Area Plan. All three (3) community-wide workshops shall be before the public hearing phase of the Draft Proposed General Plan Updates and Area Plan.

The Draft Proposed Plans shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Plans shall be packaged and forwarded to the Planning Commission and the Council for their review. The Proposed Plans shall also be available online, and online users will have the opportunity to comment on the plans digitally; those comments shall also be presented to the Planning Commission and the City Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, facilitation of, and follow up to, community workshops (three (3) workshops total)
- Online engagement tools (Survey Monkey)



- Preparation of summary of big ideas and take-aways from each workshop"

c. Aviation-Artesia Corridor Area Plan.

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**Phase 12. Aviation-Artesia Corridor Area Plan, Task 12.7 Community Workshop**" is hereby amended to revise the following duties and deliverables:

"Task 12.7 Community Workshop

A workshop is designed to gather broad input and buy-in from a community-wide audience and to provide an opportunity for the greater Redondo Beach community to personally weigh in on the proposed refinements to the Aviation-Artesia Corridor.

Consultant shall conduct one (1) community outreach workshop over the course of the project to present the community with the existing context and process and to obtain feedback on the draft Area Plan.

The workshop shall be focused on reviewing and commenting on the Draft Proposed Aviation-Artesia Corridor Area Plan and is combined with the Community Workshop to present all of GPAC's recommendations to the community. The Draft Proposed Plan shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City staff and based on the public feedback received and the Council-approved Strategic Plan and Vision. The feedback received on the Draft Proposed Aviation-Artesia Corridor Area Plan shall be packaged and forwarded to Planning Commission and Council for their review and approval. The Draft Proposed Aviation-Artesia Corridor Area Plan shall also be available online, and online users shall have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

Consultant shall gather information using multiple visual and interactive tools to engage the community in a discussion about the future of the Aviation-Artesia Corridors. Activities shall be designed to engage adults and children and may also enlist the participation of other departments to make this a larger civic event that could draw more attendees.

Deliverables:

- Preparation for, and facilitation of one (1) community workshop (that includes a focus on the Aviation-Artesia Corridor Area Plan)



- Online engagement tools (Survey Monkey with focus on Area Plan)
- Preparation of summary of big ideas and take-aways from workshop"

- d. **EXHIBIT "B" SCHEDULE FOR COMPLETION** of the Amended Agreement is hereby amended to extend the term of the Agreement from December 31, 2019 to December 31, 2020 unless otherwise terminated as herein provided.

This Amended Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of the Term. In no event shall this Amended Agreement extend beyond October 4, 2021.

- e. **EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Amended Agreement from \$1,207,507 to an amount not to exceed **\$1,348,292**.

This amount shall include a Placeworks contingency of \$20,000 to account for unforeseen services during the process. This fee will require approval by City Manager or Designee prior to its use.

The Task Repurpose Authorizations 1 and 2, dated February 4, 2019 and February 12, 2019 respectively, reflect adjustments that did not impact the budget or scope of the contract. Those are hereby incorporated into this Second Amendment and noted below as administrative approvals.

PROJECT FORMAT, BRANDING, TEMPLATES AND BASE MAPS	
Task 1.2 <ul style="list-style-type: none"> • (\$16,575 originally budgeted) • \$3,000 repurposed/reallocated towards "Task 2.3 GPAC Meetings" through administrative approval for reallocation on February 12, 2019 • \$4,994 remains available for repurpose/reallocation 	
TOTAL Task 1.2 (Second Amendment-Available for Reallocation)	(\$4,994)

STAKEHOLDER INTERVIEWS (MAX. 8 HOURS OF INTERVIEWS)	
Task 2.2 <ul style="list-style-type: none"> • (\$5,508 originally budgeted) • \$5,508 repurposed/reallocated towards "Task 4.1 Update and Refine Land Use Diagram; Task 	



10.1 Project Administration and Schedule; and Task 10.2 Project Team Meetings" through administrative approval for reallocation on February 4, 2019	
TOTAL Task 2.2	(\$0)

ADDITIONAL COMMUNITY-WIDE WORKSHOP	
Task 2.4	
<ul style="list-style-type: none"> This additional "Community-Wide Workshop" is deleted. (Included In the budget for AACAP, See Task 12.7) 	
TOTAL Task 2.4	(\$0)

DEVELOP GENERAL PLAN WRITING GUIDE	
Task 7.1	
<ul style="list-style-type: none"> (\$2,876 originally budgeted) \$2,876 repurposed/reallocated towards "Task 4.1 Update and Refine Land Use Diagram; Task 10.1 Project Administration and Schedule; and Task 10.2 Project Team Meetings" through administrative approval for reallocation on February 4, 2019) 	
TOTAL Task 7.1	(\$0)

AVIATION-ARTESIA CORRIDOR AREA PLAN – Preparation of Area Plan	
Task 12.9	
<ul style="list-style-type: none"> (\$60,000 originally budgeted) \$40,000 Required \$20,000 available for repurpose/reallocation 	(\$20,000)
TOTAL Phase 12 (Second Amendment-Available for Reallocation)	(\$20,000)

Subtotal – Available for Reallocation **(\$24,994)**

DATA GATHERING AND REVIEW	
Task 1.3	
<ul style="list-style-type: none"> (\$17,079 originally budgeted) \$2,430 additional required to complete task 	\$2,430
TOTAL Task 1.3 (Second Amendment)	\$2,430

DEVELOP COMMUNITY PARTICIPATION PLAN	
Task 2.1	\$1,855



• (\$2,203 originally budgeted)	
• \$1,855 additional required to complete task	
TOTAL Task 2.1 (Second Amendment)	\$1,855

GENERAL PLAN ADVISORY COMMITTEE MEETINGS	
Task 2.3	
• (6) @ \$7,500/GPAC:	
○ (3) per First Amendment-depleted budget needing augment,	
○ (3) additional per Second Amendment required to complete task	\$45,000
TOTAL Task 2.3 (Second Amendment)	\$45,000

UPDATE AND REFINE LAND USE DIAGRAM	
Task 4.1	
• (\$12,668 originally budgeted),	
• \$36,014 additional required to complete task	\$36,014
TOTAL Task 4.1 (Second Amendment)	\$36,014

PROJECT ADMINISTRATION AND SCHEDULE	
Task 10.1	
• (\$25,949 originally budgeted),	
• \$15,480 additional required to complete task	\$15,480
TOTAL Task 10.1 (Second Amendment)	\$15,480

PROJECT TEAM MEETINGS	
Task 10.2	
• (\$23,868 originally budgeted)	
• \$2,000 repurposed/reallocated towards "Task 2.3 GPAC Meetings" through administrative approval for reallocation on February 12, 2019	
• \$30,000 additional required to complete task	\$30,000
TOTAL Task 10.2 (Second Amendment)	\$30,000

Subtotal – Second Amendment **\$130,779**

Subtotal – Second Amendment Minus Reallocation (\$130,779 - \$24,994) **\$105,785**



Reimbursable: Additional required to complete project	\$15,000
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Contingency: Additional to complete project	\$20,000
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GRAND TOTAL – Second Amendment	\$140,785
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Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%. In no event shall the compensation exceed **\$1,348,292**.

f. Modification

Except as expressly set forth herein, the Amended Agreement shall continue in full force and effect. The Agreement together with the First Amendment ("Amended Agreement") and this Second Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Second Amendment and the Agreement and First Amendment, the terms of this Second Amendment shall prevail. This Second 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 Second Amendment as of this 16th day of April 2019.

CITY OF REDONDO BEACH
A chartered municipality

PLACEWORKS, INC.
a California Corporation



William C. Brand, Mayor

By: 
Name: Wendy Nowak
Title: Principal

ATTEST:

APPROVED


Eleanor Manzano, City Clerk
Jill Bushholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney