

**THIRD AMENDMENT TO THE  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND LESLIE SCOTT**

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 Leslie Scott, an individual ("Consultant").

WHEREAS, on May 17, 2016, 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, 2018, and increase Consultant's not to exceed compensation to \$200,000; and

WHEREAS, on April 17, 2018, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to amend the duties, extend the Agreement to June 30, 2019, and increase Consultant's not to exceed compensation to \$300,000; and

WHEREAS, the parties wish to extend the Agreement and increase Consultant's not to exceed compensation.

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. **SCOPE OF SERVICES.** Exhibits "A" to "A-2" of the Agreement are hereby amended to add Exhibit "A-3" to amend the duties. Exhibit "A-3" is attached hereto and incorporated by reference.
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" to "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2020. Exhibit "B-3" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-3" in accordance with the schedule set forth in Exhibit "B-3".
3. **COMPENSATION.** Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-3" which increases Consultant's hourly rate to \$133 and total compensation limit to \$400,000. Exhibit "C-3" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-3".



4. **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 7<sup>th</sup> day of May, 2019.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

LESLIE SCOTT,  
an individual

  
William C. Brand, Mayor

By:   
Name: LESLIE SCOTT  
Title: PRINCIPAL CONSULTANT

ATTEST:

APPROVED:

  
Eleanor Manzano, City Clerk

  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney



**EXHIBIT "A-3"**  
**SCOPE OF SERVICES**

**CONSULTANT'S DUTIES**

Consultant shall perform the following duties:

**A. BCT and WAVE Services, Projects and Transportation Programs**

1. Provide assistance and support for the management and operations of BCT, WAVE, and other transit services with the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and other South Bay Cities transit providers.
2. Coordinate and implement the BCT and WAVE marketing and public outreach program; strategies shall include, but not be limited to, social media, website content, press releases, and public events.
3. Assist with local, state, and federal transit reporting for the BCT/WAVE transit services, programs, and projects. Provide assistance for all transit project audit processes.
4. Develop, coordinate BCT/WAVE transit studies, surveys, compliance, reporting, and any other matters to evaluate the system.
5. Assist with the logistics for the Transit Center Development Project, including planning and implementation. Focus on service improvements for BCT/WAVE and other transportation services.
6. Collaborate on behalf of BCT/WAVE with other planning agencies to improve regional transportation. Attend meetings with the South Bay Cities Council of Governments ("SBCCOG"), Southern California Association of Governments ("SCAG"), South Coast Air Quality Management District ("SCAQMD"), and the Los Angeles Metropolitan Transportation Authority ("MTA"). Meetings shall include, but not be limited to, discussions about legislation, regional projects, and funding.

**B. Federally Funded and MTA Projects**

1. Provide professional project management assistance with planning, coordination, fiscal management, compliance, reporting, public outreach, and project implementation of Federally funded transit projects, with emphasis on the Federal Transit Administration ("FTA") Triennial Review.
2. Provide professional assistance with planning, compliance, coordination, public outreach, and project implementation, including but not limited to,



Bus Stop Amenities, Transit Center, LAX Connections and Green Line Extension.

3. Assist with the implementation of Metro Transit Access Plan ("TAP") programs and TAP corporate accounts on behalf of the City.

**C. SCAQMD Projects and Rideshare Programs**

1. Manage SCAQMD compliance, including but not limited to, compliance with Rule 2202 for ridesharing and related programs.
2. Collaborate with the City Community Services department, Transit Division to plan, coordinate and implement strategies for SCAQMD Rule 2202 to meet the employee average vehicle ridership ("AVR").
3. Develop, coordinate and implement Rideshare promotions for general public programs, including events such as Rideshare Week, Bike to Work Week and related events.
4. Provide professional support for SCAQMD, Mobile Source Reduction Committee ("MSRC") and AB 2766 projects, funding, reporting and related issues.

**D. Support Transit Division**

1. Attend and participate in transit and transportation related meetings with the City.
2. Assist with the preparation of transit and transportation studies, reports, data, and any other matters. At City's request, Consultant shall make presentations at public meetings and other meetings.
3. Provide technical assistance in complying with federal, state and local requirements, including but not limited to, providing assistance with agency administration and reports required by MTA, the FTA, FTA-National Transit Database program, American Recovery and Reinvestment Act, California Department of Transportation ("Caltrans"), California Emergency Management Agency, California Air Resources Board, SCAQMD, and the California State Controller.
4. Assist with procurements and fiscal management, including local, state and federal audits.
5. Assist with Request for Proposals ("RFPs") for various transportation projects. Assist with the management of the proposal process, its implementation, and proposal evaluation. RFPs shall include transit and transportation projects, including but not limited to, the BCT and WAVE



services, Real Time information, Transit Center Security Services, and related projects.

**E. Other Transportation Related Professional Support Activities**

1. Provide professional expertise for potential transportation and transit related issues for new technologies, energy, environment, and any other issues.
2. Provide technical guidance for transportation planning projects that focus on improving transit with bicycle, pedestrians, other multi-modal options, and related parking issues.
3. Assist with the implementation of special transportation planning projects, including but not limited to, the transit center project, bicycle infrastructure, pedestrian improvements, electric vehicles, and parking management.
4. Prepare grant applications and funding opportunities for transportation planning projects, including but not limited to, MTA Call for Projects, Caltrans, SCAG, and other funding agencies.



## **EXHIBIT "B-3"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall be extended to June 30, 2020 ("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. **HOURLY RATE.** Consultant shall be paid an hourly rate of \$133.
2. **NOT TO EXCEED AMOUNT.** in no event shall the total amount paid to Consultant exceed \$400,000 during the term of this Agreement.
3. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices detailing the hours worked and services performed for the prior month to the City for approval and payment. 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.
4. **SCHEDULE FOR PAYMENT.** Payments shall be made 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 the monthly invoice.
5. **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: Leslie Scott  
4267 Marina City Drive, Suite 912  
Marina Del Rey, CA 90292

City: City of Redondo Beach  
Community Services Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: 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.

