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

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 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 to extend the Agreement to June 30, 2018, and increase Consultant's total not to exceed compensation by \$200,000; and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of 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:

- Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds services Consultant shall provide. Exhibit "A-1" is attached hereto and incorporated herein by this reference. Consultant shall commence and complete all services described in Exhibit "A-1".
- 2. **Term**. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2019. Exhibit "B-2" 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-2".
- 3. **Compensation**. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to reaffirm the hourly rate of \$130 paid to Consultant and provide a not to exceed limit of \$300,000 for Consultant's compensation during the term of the Agreement. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A-1".



4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second 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, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 17th day of April, 2018.

CITY OF REDONDO BEACH

LESUE SCOTT

Mayor

By:

Name: Title: LESUE SCOTT PRINCIPAL CONSULTANT

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following duties:

BCT and WAVE Services, Projects and Transportation Programs

- 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 as well as the South Bay Cities transit providers.
- 2. Coordinate and implement the BCT/WAVE marketing and public outreach program; strategies include social media, website content, press releases, public events, etc.
- 3. Assist with local, state and federal transit reporting for the BCT/WAVE transit services, programs and projects. Participate in all transit project audit processes.
- Develop and coordinate BCT/WAVE transit studies, surveys, compliance, reporting, etc, on an as needed basis to evaluate various aspects of the system.
- 5. Assist with the logistics for the Transit Center Development Project, to include planning and implementation. Focus on service improvements for BCTWAVE and other transportation services.
- 6. Collaborate on behalf of BCT/WAVE with regional transportation projects, legislation, funding, etc; attend meeting with the South Bay Cities Council of Governments (SBCCOG), Southern California Association of Governments (SCAG), South Coast Air Quality Management District (SCAQMD) and Los Angeles Metropolitan Transportation Authority (Metro/MTA).

Federally Funded and Metro/MTA Projects

Provide professional project management assistance with planning, coordination, fiscal management, compliance, reporting, public outreach, and project implementation of Federally funded transit projects, with particular attention to the Federal Transit Administration (FTA) Triennial Review.



- Provide professional assistance with planning, compliance, coordination, public outreach, and project implementation for projects such as the Bus Stop Amenities, Transit Center and Green Line Extension.
- Assist with the implementation of Metro/MTA transit sales and TAP corporate account.

South Coast Air Quality Management District (AQMD) Projects and Rideshare Programs

- Manage AQMD compliance, including but not limited to Rule 2202, for ridesharing and other related programs.
- 2. Develop, coordinate and implement Rideshare promotions for general public programs including events such as Rideshare Week, Bike To Work Week and other related events.
- 3. Provide professional support for AQMD, Mobile Source Reduction Committee (MSRC) and AB 2766 projects, funding, reporting and other related issues.

Support Transit Division

- 1. Attend and participate in transit and transportation related meetings with the Community Services Department.
- Assist with the preparation of transit and transportation studies, reports, data, etc. Make presentations at public meetings and other related meetings.
- 3. Provide other technical assistance in meeting Federal, State and Local compliance requirements, providing assistance associated with agency administration and reports required by, but not limited to, the Los Angeles County Metropolitan Transportation Authority (MTA), the FTA, FTA-National Transit Database program, California Department of Transportation (Caltrans), California Emergency Management Agency (Cal-EMA), California Air Resources Board (CARB), South Coast Air Quality Management District (AQMD), and the California State Controller.
- 4. Assist with procurements and fiscal management, including Local, State and Federal projects, audits and reporting.
- 5. Assist with Request for Proposals (RFP) for various transportation projects. Assist with the management of the proposal process,



implementation and proposal evaluation. RFPs to include transit and transportation projects such as the BCT/WAVE services, Real Time, Transit Center Security Services, Taxi Franchise, and other related projects.

Other Transportation Related Professional Support Activities

- 1. Provide professional expertise for potential transportation and transit related issues for new technologies, energy, environment, etc.
- 2. Provide technical guidance for transportation planning projects that focus on improving transit with bicycle, pedestrians and 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, parking management, etc.
- 4. Prepare grant applications and funding opportunities for transportation planning projects; Metro Call for Projects, Caltrans, SCAG and other funding agencies.



EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended for an additional one year term, which shall commence on July 1, 2018 and expire June 30, 2019 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-2"

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 \$130.
- B. **Not to Exceed Amount**. In no event shall Consultant's compensation exceed \$300,000 during the Term of the Agreement.
- C. Method of Payment. Consultant shall provide invoices detailing the hours worked and services performed for the prior month to 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.
- D. 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.
- 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.

Contractor

Leslie Scott Consulting
4267 Marina City Drive, Suite 912
Marina del Rey, CA 90292

Attention: Leslie Scott

City

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

Attention: Joyce Rooney, Transit Manager



LESLSCO-01

INSURER(S) AFFORDING COVERAGE

BSTERNBERG

DATE (MM/DD/YYYY) 03/19/2018

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36891 Lyddy Martin Company 20300 Ventura Blvd, Suite 340 Woodland Hills, CA 91364

INSURED

CONTACT Brett R Sternberg PHONE (AJC, No, Ext): (310) 478-2625 317

FAX (A/C, No):

Email: brett@lyddymartin.com

NAIC #

INSURER A : Sentinel Insurance Company, Ltd

11000

INSURER B : Hiscox Insurance Company Inc.

10200

Leslie Scott Consulting 4267 Marina City Drive Suite 912 Marina Del Rey, CA 90292

INSURER C : INSURER D : INSURER E

INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR INSD WVD PÓŁICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR 02/26/2018 02/26/2019 DAMAGE TO RENTED PREMISES (Ea accurrence) 72SBAAD9998 1,000,000 Х S 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADVINJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO-JECT X POLICY 2,000,000 PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 ANY AUTO 72SBAAD9998 02/26/2018 02/26/2019 BODILY INJURY (Per person) OWNED AUTOS ONLY BODILY INJURY (Per accident) HIRED AUTOS ONLY NON-QWINED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) EIL FACH ACCIDENT E L' DISEASE - EA EMPLOYEE \$ If yes describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT Errors and Omissions UDC-1936618-EO-17 03/22/2018 03/22/2019 Each Claim 1 000 000 03/22/2018 03/22/2019 Aggregate **B** Errors and Omissions UDC-1936618-EO-17 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CER | TIF | ICA: | TΕ | HO | LĐ | Ε | R | |
|-----|-----|------|----|----|----|---|---|--|
| | | | | | | | | |

CANCELLATION

City of Redondo Beach Joyce Rooney, Transit Manager 415 Diamond St. Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.



PERSONAL AUTO POLICY DECLARATION

Named Insured and Mailing Address

LESLIE SCOTT 4267 MARINA CITY DR UNIT912 MARINA DEL REY. CA 90292-5812

E-mail: LESSCOTTCO@AOL.COM

RENEWAL

EFFECTIVE 03/23/18

Account:

21ST CENTURY INSURANCE Customer Service Center: 21st CENTURY INSURANCE

21ST CENTURY PLAZA

P.O. BOX 15510

WILMINGTON, DE 19850-5510

Policy No: 129 47 06

Policy Period: From 03/23/18

To: 09/23/18 12:01 AM Standard Time

| icle(s |) and Driver(s) | | | | - ; | | |
|--------|---------------------------|------------------------------|---------------------------------------|---|--|--|--|
| Year | Make/Model | Vehicle ID Number | | e Vehicle Discoun | Vehicle Discounts/Comments | | Mileage |
| 15 | AUDI A5 QUATTRO PREM PLUS | WAUMFAFR6FA0458 | 313 E | GD | | 90292 | 12,000 |
| | Rated Driver | Years Licensed | Tickets | Chargeable Acciden | ts Drive | r Discou | ınts |
| LES | LIE SCOTT | 36 | 0 1 | PD/COLL | GDD | | |
| | | | | | | | |
| | Year 15 | 15 AUDI A5 QUATTRO PREM PLUS | Year Make/Model Vehicle ID Number | Year Make/Model Vehicle ID Number Us 15 AUDI A5 QUATTRO PREM PLUS WAUMFAFR6FA045813 B Rated Driver Years Licensed Licensed | Year Make/Model Vehicle ID Number Use Vehicle Discount | Year Make/Model Vehicle ID Number Use Vehicle Discounts/Comments | Year Make/Model Vehicle ID Number Use Vehicle Discounts/Comments Zip |

Premium Coverage Limit of Liability Veh 1 **Bodily Injury Liability** \$50,000 each person includes \$0.88 per vehicle fraud fee each accident \$100,000 378.00 Property Damage Liability each accident \$50,000 \$ 334.00

Medical Payments C. each person Uninsured Motorist \$50,000 each person Bodily Injury \$100,000 each accident 96.00 DAMAGE TO YOUR VEHICLE Veh 1 Actual Cash Value Less Deductible Ded. Comprehensive \$500 138.00 Collision \$500 S 1,251.00

Uninsured Motorist
D1. Property Damage
21st Century

DED WAIVE

\$ 5.00

G. Roadside Assistance \$75 each disablement Included

Rental Per day \$25
H. Reimbursement max \$750

\$20.00

I. Additional Equipment
The first \$1000 is automatically included with coverage E or F.
Additional coverage is optional.

Included \$1,000
Additional \$1,000
\$0.00

Total Premium Per Vehicle \$ 2,222.00

If the installment bill plan is used, a service charge may apply.

Total Premium

Total Premium \$ 2,222.00

Endorsement(s)/Agreement(s) Applicable:

FPN-CA (7/16)

TCU-1 (04/14)

TCU511CA (04/16) AU CWF9 1011 TCU531CA (02/12)

Loss Payee (LP), Additional Insured (AI)

Drivers Not Rated



THE FOLLOWING FEE(S) MAY APPLY:

LATE: \$5.00 PAYMENT RETURNED (NSF): \$10.00 CANCEL: \$50.00 INSTALLMENT BILL PLAN SERVICE CHARGE;\$4.00

Carlo Di lato

Authorized Company Representative (where required)

02/14/18

WHEN ATTACHED TO THE PERSONAL AUTO POLICY, THESE DECLARATIONS COMPLETE THE POLICY AND REPRESENT THE CURRENT STATUS OF YOUR COVERAGES AND LIMITS OF LIABILITY.



March 20, 2018

City of Redondo Beach Community Services Department Joyce Rooney, Transit Operations and Transportation Facilities Manager 415 Diamond Street Redondo Beach, CA 90277

Dear Ms. Rooney,

Leslie Scott Consulting is pleased to provide professional transportation consulting services for the City of Redondo Beach, Community Services Department.

As the principal consultant, Leslie Scott, will assist with the Beach Cities Transit System (BCT), WAVE Dial A Ride, Transit Center and other related transportation programs. A detailed scope of work is attached.

I have experience working with cities and other agencies, for more than 25 years. Projects range from Los Angeles Metro's Transit Access Pass (TAP) to Bike to Work Day, Federal Transit Administration (FTA) Triennial Reviews and the South Bay Council of Governments Transit Working Group.

Leslie Scott will perform the professional services based on a time and materials basis. The hourly rate is established at \$130 per hour. Materials will be charged at market price, if necessary.

I look forward to working with the City of Redondo Beach, as it improves transportation in the City and the region.

If you have any questions, please call or email me.

Sincerely,

Leslie Scott Principal Consultant