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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First 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, 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:

- Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2018. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".
- 2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" which reaffirms Consultant's hourly rate of \$120, increases Consultant's total compensation by \$100,000, provides for a total limit of \$200,000, and revises the provisions regarding notice. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant 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 and this First 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 and this First Amendment, the terms of this First Amendment shall govern.



IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of April, 2017.

CITY OF REDONDO BEACH

LESLIE SCOTT

By: Name:

Title:

PRINCIPAL CONSULTANT

SCOTT

ATTEST:

APPROVED:

APPROVED AS TO FORM:



EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2018 ("Term"), unless otherwise terminated as herein provided.



EXHIBIT "C-1"

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 \$120. However, in no event shall the total amount paid to Consultant exceed \$200,000 during the term of this Agreement.
- METHOD OF PAYMENT. Consultant shall provide monthly invoices 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.
- 3. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice, provided, however, that services are completed to City's full satisfaction.
- 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.

