

**FIRST AMENDMENT TO THE  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND SPOHN RANCH, INC.**

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 Spohn Ranch, Inc., a California Corporation ("Contractor" or "Consultant").

WHEREAS, on August 20, 2019, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); 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. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds additional scope of work to complete tasks listed under Phase 1 – Feasibility of the Agreement for an additional site, the site known as "Parcel 10"; to support the City's efforts for public outreach for the proposed improvements to Parcel 10 and to Perry Park; and to support further exploration of a neighborhood or regional skate park at Franklin Park and Anderson Park. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Compensation. Exhibit "C of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's compensation by \$7,500 for total compensation in the amount of \$15,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" and Exhibit "A-1" of the Agreement.
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 18<sup>th</sup> day of August, 2020.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
William C. Brand, Mayor

SPOHN RANCH, INC.,  
a California Corporation

By:   
Name: KIRSTEN DERMER  
Title: CEO

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT “A-1”**

### **SCOPE OF SERVICES**

#### **I. CONSULTANT’S DUTIES**

Consultant shall perform the following duties:

##### **A. Phase 1 – Augment Feasibility Study for site known as Parcel 10**

1. Site Tour. Conduct a tour of the City Pier area’s Parcel 10 site and review existing conditions, collect data, photograph the site to aid in development of conceptual plan for the site. The Parcel 10 site is described in Attachment A-1, which is incorporated herein.
2. Site Analysis. Analyze the site and rank based on the following criteria.
  - a. Visibility
  - b. Accessibility
  - c. Design Canvas
  - d. Barriers to “Shovel Ready”
  - e. Amenities and Infrastructure
  - f. Environmental Impact
3. Schematic Design. Overlay conceptual designs on Google Earth images of this site and produce exhibits that convey a conceptual design, including the following components.
  - a. 3D Renderings (JPEG)
  - b. Labeled and Scaled 2D site plan (PDF)
  - c. Construction Cost Estimates (PDF)
4. Skatepark Feasibility Study. Incorporate results of analysis and schematic design into the feasibility study dated February 2020 to complete the report.

##### **B. Public Outreach Support.** Support the City’s efforts to garner public input and support for the proposed skate spot improvements to Perry Park and Parcel 10 and support City’s efforts to explore community preferences for a neighborhood skate park at Franklin Park and Anderson Park.

1. Exhibits. Prepare and make available for City use, exhibits depicting the conceptual plans, evaluation criteria and estimated construction costs of the various sites. Provide exhibits in electronic format for distribution. At City’s direction, prepare up to two physical display boards per site, approximately 24-inches by 36-inches.

2. Meetings. Attend virtual and in person community meetings to present concepts developed, alternatives, costs, answer questions and provide other Project information in coordination with City's efforts. Attend up to five virtual meetings and three in-person meetings as arranged by City staff.

## **II. CITY'S DUTIES**

City shall review and provide input on the new concepts developed for the Parcel 10 site. City shall also coordinate and administer public outreach meetings and Commission meetings.

# ATTACHMENT A-1

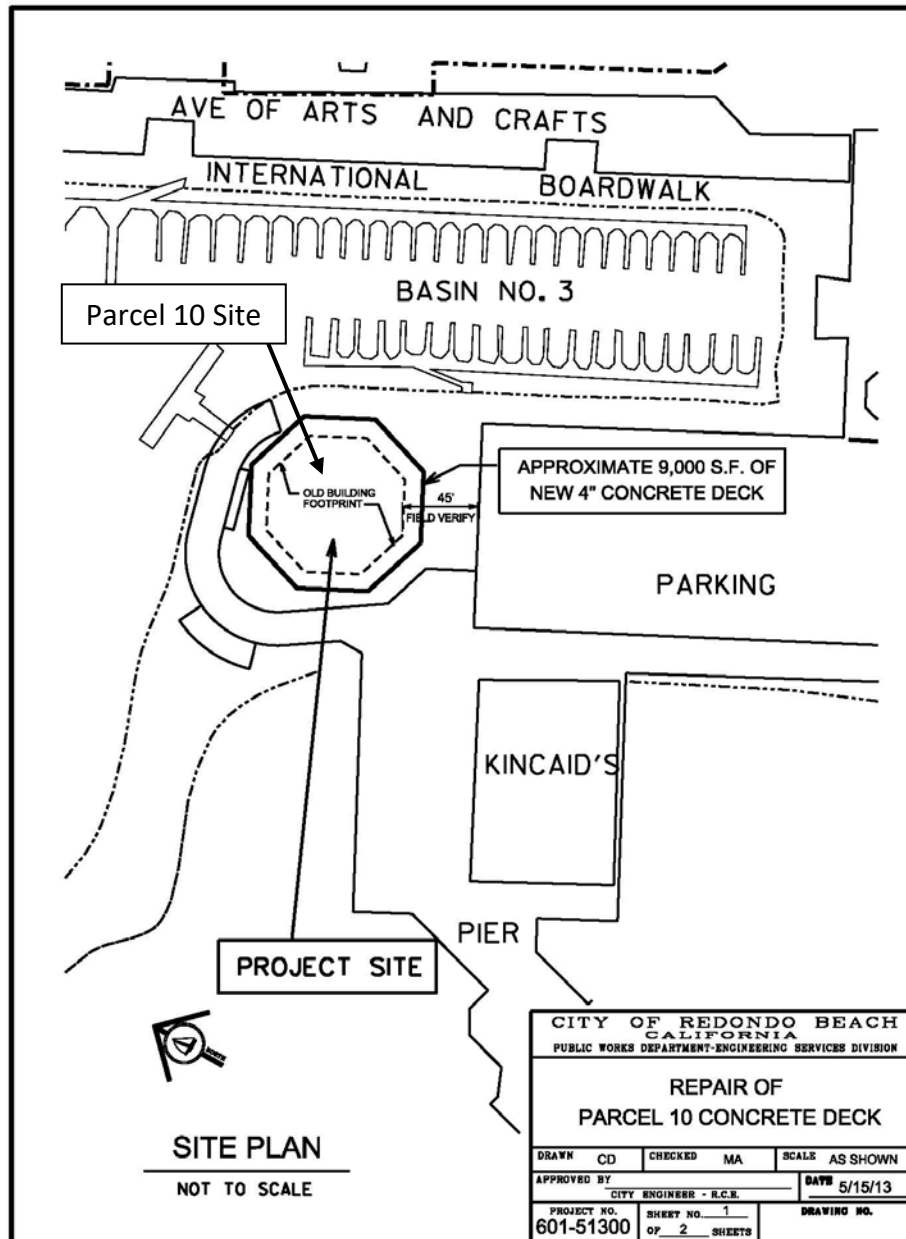


EXHIBIT - O

## EXHIBIT "C-1"

### COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid be \$15,000 during the term of the Agreement.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the services and tasks performed during the prior month and the dates of the services and tasks 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 after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
4. **NOTICE.** Written notices shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Spohn Ranch, Inc.  
6824 S. Centinela Ave.  
Los Angeles, CA 90230  
Attention: Aaron Spohn

City: City of Redondo Beach  
Public Works Department  
531 N Gertruda Ave.  
Redondo Beach, CA 90277  
Attention: Ted Semaan, Public Works Director

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.