

**FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND CATALINA FUND LLC**

THIS FIRST AMENDMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and CATALINA FUND LLC a California Limited Liability Company ("CATALINA FUND").

WHEREAS, on August 20, 2019, the parties hereto originally entered into that certain Reimbursement Agreement between the City and CATALINA FUND ("Agreement") to reimburse the City for the costs associated with the environmental review and the associated legal review for the project located at 100-132 North Catalina Avenue; and

WHEREAS, City and CATALINA FUND desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Section 3 Environmental Review; Consultants; Payments: Sections 3D, 3E, and 3F are hereby amended as follows:

Section 3D: "The maximum reimbursement amount CATALINA FUND agrees to pay under this Agreement shall be \$224,783."

Section 3E: Exhibit A attached to the Agreement is hereby replaced in its entirety with the following:

SUMMARY OF REIMBURSABLE COSTS

SERVICE	PROVIDER OF SERVICE	COST OF SERVICE
Preparation of Environmental Impact Report (EIR) and Traffic Study	Rincon Consultants, Inc.	\$179,058
CEQA and Land Use Legal Counsel	Best Best & Krieger	\$45,725
	Total Reimbursable Costs	\$224,783

Section 3F: "Within 14 days after the execution of the First Amendment, CATALINA FUND shall make a payment of \$105,097 to City as a full advance on City's revised costs and fees for the environmental review by Consultants ("Advance")."

2. Modification. Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this First Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this First Amendment and Agreement the terms of this First Amendment shall prevail. This First 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 First Amendment as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

CATALINA FUND LLC
A California Limited Liability Company

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

ATTEST:

Eleanor Manzano, City Clerk