

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ELLIS ENVIRONMENTAL MANAGEMENT, 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 Ellis Environmental Management, Inc., a California Corporation ("Consultant").

WHEREAS, on September 1, 2020, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the volume of work to be performed has been determined to exceed that originally anticipated to complete the services under this contract; and

WHEREAS, the parties desire to increase the Consultant's total 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 amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$9,000 for a total compensation limit of \$23,500. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-1".
2. **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 prevail.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 2nd day of February, 2021.

CITY OF REDONDO BEACH

ELLIS ENVIRONMENTAL
MANAGEMENT, INC.

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "C-1"

COMPENSATION

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

- A. Amount. Consultant shall be paid an additional fee of \$9,000.
- B. Not to Exceed Amount. Consultant's total compensation shall not exceed \$23,500. Consultant's total compensation shall include all materials, phone calls, equipment, data, mileage, fuel, insurance and drive time.
- C. Method of Payment. Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, with hourly rates and lab fees, based on accurate records, and in a form reasonably satisfactory to City. Consultant shall include a detailed monthly time tracking spreadsheet with each invoice and may be required to provide back-up material upon request.
- D. Schedule for Payment. Consultant shall be paid in accordance with payment schedule set forth in Exhibit "E".
- 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.

Consultant: Ellis Environmental Management, Inc
430 SILVER SPUR RD SUITE 201
RANCHO PALOS VERDES, CA 90275
Attention: Duane Behrens

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. Notice of rate changes or distribution changes must be sent by 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.