

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

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth 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 ("First Amendment") to extend the Agreement to June 30, 2018, and increase Consultant's not to exceed compensation to \$200,000; and

WHEREAS, on April 17, 2018, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to amend the duties, extend the Agreement to June 30, 2019, and increase Consultant's not to exceed compensation to \$300,000; and

WHEREAS, on May 7, 2019, the parties hereto entered into the Third Amendment to the Agreement ("Third Amendment") to amend the duties, extend the Agreement to June 30, 2020, and increase Consultant's not to exceed compensation to \$400,000; and

WHEREAS, on May 19, 2020, the parties hereto entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to amend the duties, extend the Agreement to June 30, 2021, and increase Consultant's not to exceed compensation to \$500,000; and

WHEREAS, the parties hereto wish to extend the Agreement and increase Consultant's 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 amendments to the Agreement:

1. **SCHEDULE FOR COMPLETION.** Exhibits "B" to "B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to June 30, 2022. Exhibit "B-5" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-3" in accordance with the schedule set forth in Exhibit "B-5".

2. **COMPENSATION.** Exhibits "C" to "C-4" of the Agreement are hereby amended to add Exhibit "C-5", which increases the hourly rate to \$137 and total compensation limit to \$600,000. Exhibit "C-5" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-3".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth 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, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 4th day of May, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LESLIE SCOTT,
an individual

William C. Brand, Mayor

By: 

Name: _____

Title: _____

LESLIE SCOTT

PRINCIPAL CONSULTANT

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2022 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-5"

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 \$137.
2. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant exceed \$600,000 during the term of the Agreement.
3. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices detailing the hours worked, date of service, and services performed for the prior month to the 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.
4. **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.
5. **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.