

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

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth 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, 2021, and increase Consultant's not to exceed compensation to \$400,000; 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-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2021. Exhibit "B-4" 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-4".
2. **COMPENSATION.** Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" which increases total compensation limit to \$500,000. Exhibit "C-4" 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, and this Fourth 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, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 19th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LESLIE SCOTT,
an individual

DocuSigned by:

E6413C7231DE4E1
William C. Brand, Mayor

DocuSigned by:


By: 
Name: 
Title: Principal Consultant

ATTEST:

APPROVED:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

DocuSigned by:
 insurance waived
B7E2B0D00BA64E7
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

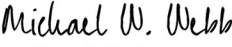
DocuSigned by:

669049EDE93D402...
Michael W. Webb, City Attorney

EXHIBIT “B-4”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2021 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-3"

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 \$133.
2. **NOT TO EXCEED AMOUNT.** in no event shall the total amount paid to Consultant exceed \$500,000 during the term of this Agreement.
3. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices detailing the hours worked 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.



PERSONAL AUTO POLICY DECLARATION

RENEWAL
EFFECTIVE 03/23/20
Account:
21ST CENTURY INSURANCE
Customer Service Center:
21st CENTURY INSURANCE
21ST CENTURY PLAZA
P.O. BOX 15510
WILMINGTON, DE 19850-5510

Named Insured and Mailing Address

LESLIE SCOTT
4267 MARINA CITY DR UNIT912
MARINA DEL REY, CA 90292-5812

E-mail: LESSCOTT@AOL.COM

Policy No: **129 47 06**
Policy Period: From **03/23/20**
To: **09/23/20 12:01 AM** Standard Time

Vehicle(s) and Driver(s)								
Veh	Year	Make/Model	Vehicle ID Number	Use	Vehicle Discounts/Comments		Zip	Mileage
1	15	AUDI A5 PREMIUM PLUS CP	WAUMFAFR6FA045813	B	GD		90292	12,000

Veh	Rated Driver	Years Licensed	Tickets	Chargeable Accidents	Driver Discounts
1	LESLIE SCOTT	38	0	1PD/COLL	GDD

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY ARE SHOWN FOR THE COVERAGE

Coverage	Limit of Liability		Premium		
			Veh 1		
A. Bodily Injury Liability includes \$0.88 per vehicle fraud fee	\$50,000 \$100,000	each person each accident	\$ 340.00		
B. Property Damage Liability	\$50,000	each accident	\$ 251.00		
C. Medical Payments		each person			
Uninsured Motorist	\$50,000	each person			
D. Bodily Injury	\$100,000	each accident	\$ 95.00		
DAMAGE TO YOUR VEHICLE	Veh 1				
Actual Cash Value Less Deductible	Ded.				
E. Comprehensive	\$500		\$ 79.00		
F. Collision	\$500		\$ 794.00		
Uninsured Motorist					
D1. Property Damage	DED WAIVE		\$ 5.00		
G. Roadside Assistance	\$75	each disablement	Included		
Rental	Per day \$25				
H. Reimbursement	max \$750		\$ 18.00		
J. Additional Equipment	Included	\$1,000			
The first \$1000 is automatically included with coverage E or F.	Additional				
Additional coverage is optional.	Total	\$1,000	\$ 0.00		
Total Premium Per Vehicle			\$ 1582.00		

If the installment bill plan is used, a service charge may apply.

Total Premium \$ 1,582.00

Endorsement(s)/Agreement(s) Applicable:

FPN-CA (1/20) TCU-1 (01/19)
TCU511CA (05/18) TCU531CA (02/12)
AU CWF9 1011

Loss Payee (LP), Additional Insured (AI)

Drivers Not Rated

02/16/20

THE FOLLOWING FEE(S) MAY APPLY:			
LATE:	\$5.00	PAYMENT RETURNED (NSF):	\$10.00
CANCEL:	\$50.00	INSTALLMENT BILL PLAN SERVICE CHARGE:	\$4.00

Carlo DiLado

Authorized Company Representative (where required)

WHEN ATTACHED TO THE PERSONAL AUTO POLICY, THESE DECLARATIONS COMPLETE THE POLICY AND REPRESENT THE CURRENT STATUS OF YOUR COVERAGES AND LIMITS OF LIABILITY.

Visit 21st.com to make policy changes, pay your premium, and more. Register online today! For Customer Care call 800-241-1188.

TCU41CA (12/14)

21st Century Insurance Company, P.O. Box 15510, Wilmington, DE 19886-5292

VEHICLE LOSS PAYABLE ENDORSEMENT (49-A)

(REVISED JANUARY 22,2002)

The **Company** hereby agrees as follows:

Loss or damage under this policy shall be paid, as interest may appear, to **you** and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of **your** fraudulent acts or omissions unless the loss results from **your** conversion, secretion or embezzlement of the **insured vehicle**. However, **we** reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation to the loss payee as **we** give to the named insured shown in the Declarations.

When **we** pay the loss payee, **we** shall to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement becomes part of the policy for which it is issued and supercedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, insuring agreements, exclusions, and conditions thereof.

ADDITIONAL INTERESTS ENDORSEMENT (TCE-2)

It is agreed that THE **ADDITIONAL INSURED NAMED IN THE DECLARATIONS** is included as an additional insured under the policy pertaining to ownership, maintenance or use of the described vehicle while being operated by or on behalf of the named insured, but such inclusion of the additional interest or interests shall not operate to increase the limits of the company's liability.

TO THE MORTGAGEE / ADDITIONAL INSURED

UPON EXPIRATION ON THE POLICY TERM, THE POLICY WILL BE AUTOMATICALLY EXTENDED FOR ANOTHER TERM AND FOR SUBSEQUENT TERMS UPON PAYMENT OF THE REQUIRED RENEWAL PREMIUM. IF A RENEWAL PREMIUM IS NOT PAID, OR IF THE POLICY IS TERMINATED FOR ANY OTHER REASON, YOU WILL BE GIVEN 10 DAYS WRITTEN NOTICE

NOTICE TO THE INSURED / PREMIUM INCREASE FOR ACCIDENTS AND TRAFFIC CONVICTIONS:

You have the right to be informed, upon request, of any increase in your premium because of accidents or convictions for traffic violations.

SAFETY RECORD NOTICE

Your Safety Record is one factor which determines your premium using the number of minor violations, major violations and principally at-fault accidents (>=51%) which occurred during the three years immediately preceding the effective date or renewal date of the policy.

- Accident(s) on or after December 11, 2011: An accident is chargeable if the driver is determined to be at least 51% of the legal cause and for which either the accident resulted in bodily injury or death or the total loss or damage for Property Damage liability and/or Collision coverage exceeds \$1000.
- Accident(s) prior to December 11, 2011: An accident is chargeable if the driver is determined to be at least 51% of the proximate cause and for which a payment is made that exceeds \$750 for a bodily injury liability coverage, or there is a death, or \$1000 for property damage liability or collision coverage.

In order to verify the driving record used to determine an individual's safety record points, the named insured must provide acceptable verification of the accident driving record for the prior three years for all operators rated on the policy.



LESLSCO-01

BSTERNBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36891 Lyddy Martin Company 20300 Ventura Blvd. Suite 340 Woodland Hills, CA 91364	CONTACT NAME: Brett R Sternberg PHONE (A/C, No, Ext): (310) 478-2625 317 FAX (A/C, No): E-MAIL ADDRESS: brett@lyddymartin.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Leslie Scott Consulting 4267 Marina City Drive Suite 912 Marina Del Rey, CA 90292	INSURER A : Sentinel Insurance Company, Ltd	NAIC # 11000
	INSURER B : Hiscox Insurance Company Inc.	10200
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER:

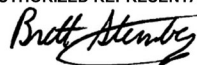
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			72SBAAD9998	2/26/2020	2/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBAAD9998	2/26/2020	2/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			UDC-1936618-EO-20	3/22/2020	3/22/2021	Each Claim 1,000,000
B	Errors and Omissions			UDC-1936618-EO-20	3/22/2020	3/22/2021	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach Joyce Rooney, Transit Manager 415 Diamond St. Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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