#### THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LESLIE SCOTT

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third 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, the parties wish to extend the Agreement and increase Consultant's not to exceed 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. SCOPE OF SERVICES. Exhibits "A" to "A-2" of the Agreement are hereby amended to add Exhibit "A-3" to amend the duties. Exhibit "A-3" is attached hereto and incorporated by reference.
- SCHEDULE FOR COMPLETION. Exhibits "B" to "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2020. Exhibit "B-3" 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-3".
- COMPENSATION. Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-3" which increases Consultant's hourly rate to \$133 and total compensation limit to \$400,000. Exhibit "C-3" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-3".



4. 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, and this Third 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, and this Third Amendment, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment, the terms of this Third Amendment shall govern.



IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 7<sup>th</sup> day of May, 2019.

CITY OF REDONDO BEACH, a chartered municipal corporation

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

LESLIE SCOTT, an individual

By: Name: PAL TAN Title: PRINCI

**APPROVED:** 

Jill Buchholz, Risk Manager



and the second second

# EXHIBIT "A-3"

## SCOPE OF SERVICES

#### CONSULTANT'S DUTIES

Consultant shall perform the following duties:

#### A. BCT and WAVE Services, Projects and Transportation Programs

- Provide assistance and support for the management and operations of BCT, WAVE, and other transit services with the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and other South Bay Cities transit providers.
- 2. Coordinate and implement the BCT and WAVE marketing and public outreach program; strategies shall include, but not be limited to, social media, website content, press releases, and public events.
- 3. Assist with local, state, and federal transit reporting for the BCT/WAVE transit services, programs, and projects. Provide assistance for all transit project audit processes.
- 4. Develop, coordinate BCT/WAVE transit studies, surveys, compliance, reporting, and any other matters to evaluate the system.
- 5. Assist with the logistics for the Transit Center Development Project, including planning and implementation. Focus on service improvements for BCT/WAVE and other transportation services.
- 6. Collaborate on behalf of BCT/WAVE with other planning agencies to improve regional transportation. Attend meetings with the South Bay Cities Council of Governments ("SBCCOG"), Southern California Association of Governments ("SCAG"), South Coast Air Quality Management District ("SCAQMD"), and the Los Angeles Metropolitan Transportation Authority ("MTA"). Meetings shall include, but not be limited to, discussions about legislation, regional projects, and funding.

## B. Federally Funded and MTA Projects

- 1. Provide professional project management assistance with planning, coordination, fiscal management, compliance, reporting, public outreach, and project implementation of Federally funded transit projects, with emphasis on the Federal Transit Administration ("FTA") Triennial Review.
- 2. Provide professional assistance with planning, compliance, coordination, public outreach, and project implementation, including but not limited to,



Bus Stop Amenities, Transit Center, LAX Connections and Green Line Extension.

3. Assist with the implementation of Metro Transit Access Plan ("TAP") programs and TAP corporate accounts on behalf of the City.

#### C. SCAQMD Projects and Rideshare Programs

- 1. Manage SCAQMD compliance, including but not limited to, compliance with Rule 2202 for ridesharing and related programs.
- 2. Collaborate with the City Community Services department, Transit Division to plan, coordinate and implement strategies for SCAQMD Rule 2202 to meet the employee average vehicle ridership ("AVR").
- 3. Develop, coordinate and implement Rideshare promotions for general public programs, including events such as Rideshare Week, Bike to Work Week and related events.
- 4. Provide professional support for SCAQMD, Mobile Source Reduction Committee ("MSRC") and AB 2766 projects, funding, reporting and related issues.

## D. Support Transit Division

- 1. Attend and participate in transit and transportation related meetings with the City.
- 2. Assist with the preparation of transit and transportation studies, reports, data, and any other matters. At City's request, Consultant shall make presentations at public meetings and other meetings.
- 3. Provide technical assistance in complying with federal, state and local requirements, including but not limited to, providing assistance with agency administration and reports required by MTA, the FTA, FTA-National Transit Database program, American Recovery and Reinvestment Act, California Department of Transportation ("Caltrans"), California Emergency Management Agency, California Air Resources Board, SCAQMD, and the California State Controller.
- 4. Assist with procurements and fiscal management, including local, state and federal audits.
- 5. Assist with Request for Proposals ("RFPs") for various transportation projects. Assist with the management of the proposal process, its implementation, and proposal evaluation. RFPs shall include transit and transportation projects, including but not limited to, the BCT and WAVE



services, Real Time information, Transit Center Security Services, and related projects.

- E. Other Transportation Related Professional Support Activities
  - 1. Provide professional expertise for potential transportation and transit related issues for new technologies, energy, environment, and any other issues.
  - 2. Provide technical guidance for transportation planning projects that focus on improving transit with bicycle, pedestrians, other multi-modal options, and related parking issues.
  - 3. Assist with the implementation of special transportation planning projects, including but not limited to, the transit center project, bicycle infrastructure, pedestrian improvements, electric vehicles, and parking management.
  - 4. Prepare grant applications and funding opportunities for transportation planning projects, including but not limited to, MTA Call for Projects, Caltrans, SCAG, and other funding agencies.



# EXHIBIT "B-3"

# SCHEDULE FOR COMPLETION

**TERM**. The term of this Agreement shall be extended to June 30, 2020 ("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.

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- 2. NOT TO EXCEED AMOUNT. in no event shall the total amount paid to Consultant exceed \$400,000 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.

<u>Consultant</u> :	Leslie Scott 4267 Marina City Drive, Suite 912 Marina Del Rey, CA 90292						
<u>City</u> :	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.



## SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LESLIE SCOTT

٩.

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second 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 to extend the Agreement to June 30, 2018, and increase Consultant's total not to exceed compensation by \$200,000; and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of 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:

- Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds services Consultant shall provide. Exhibit "A-1" is attached hereto and incorporated herein by this reference. Consultant shall commence and complete all services described in Exhibit "A-1".
- Term. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2019. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-2".
- 3. **Compensation**. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to reaffirm the hourly rate of \$130 paid to Consultant and provide a not to exceed limit of \$300,000 for Consultant's compensation during the term of the Agreement. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A-1".



4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second 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, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 17th day of April, 2018.

CITY OF REDONDO BEACH

LESUE SCOTT

Mayor

Bv: Name: FRUIE Title: PRINCIPAL CONSULTANT

ATTEST:

APPROVED:

**Risk Manager** 

APPROVED AS TO FORM:

City Attorney's Office



# EXHIBIT "A-1"

# PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following duties:

# BCT and WAVE Services, Projects and Transportation Programs

- Provide assistance and support for the management and operations of BCT/WAVE and other transit services with the cities of Hermosa Beach, Manhattan Beach and El Segundo as well as the South Bay Cities transit providers.
- 2. Coordinate and implement the BCT/WAVE marketing and public outreach program ; strategies include social media, website content, press releases, public events, etc.
- 3. Assist with local, state and federal transit reporting for the BCT/WAVE transit services, programs and projects. Participate in all transit project audit processes.
- 4. Develop and coordinate BCT/WAVE transit studies, surveys, compliance, reporting, etc, on an as needed basis to evaluate various aspects of the system.
- 5. Assist with the logistics for the Transit Center Development Project, to include planning and implementation. Focus on service improvements for BCT/WAVE and other transportation services.
- Collaborate on behalf of BCT/WAVE with regional transportation projects, legislation, funding, etc; attend meeting with the South Bay Cities Council of Governments (SBCCOG), Southern California Association of Governments (SCAG), South Coast Air Quality Management District (SCAQMD) and Los Angeles Metropolitan Transportation Authority (Metro/MTA).

# Federally Funded and Metro/MTA Projects

Provide professional project management assistance with planning, coordination, fiscal management, compliance, reporting, public outreach, and project implementation of Federally funded transit projects, with particular attention to the Federal Transit Administration (FTA) Triennial Review.



- 1. Provide professional assistance with planning, compliance, coordination, public outreach, and project implementation for projects such as the Bus Stop Amenities, Transit Center and Green Line Extension.
- 2. Assist with the implementation of Metro/MTA transit sales and TAP corporate account.

# South Coast Air Quality Management District (AQMD) Projects and Rideshare Programs

- 1. Manage AQMD compliance, including but not limited to Rule 2202, for ridesharing and other related programs.
- 2. Develop, coordinate and implement Rideshare promotions for general public programs including events such as Rideshare Week, Bike To Work Week and other related events.
- 3. Provide professional support for AQMD, Mobile Source Reduction Committee (MSRC) and AB 2766 projects, funding, reporting and other related issues.

# Support Transit Division

- 1. Attend and participate in transit and transportation related meetings with the Community Services Department.
- 2. Assist with the preparation of transit and transportation studies, reports, data, etc. Make presentations at public meetings and other related meetings.
- 3. Provide other technical assistance in meeting Federal, State and Local compliance requirements, providing assistance associated with agency administration and reports required by, but not limited to, the Los Angeles County Metropolitan Transportation Authority (MTA), the FTA, FTA-National Transit Database program, California Department of Transportation (Caltrans), California Emergency Management Agency (Cal-EMA), California Air Resources Board (CARB), South Coast Air Quality Management District (AQMD), and the California State Controller.
- 4. Assist with procurements and fiscal management, including Local, State and Federal projects, audits and reporting.
- 5. Assist with Request for Proposals (RFP) for various transportation projects. Assist with the management of the proposal process,



implementation and proposal evaluation. RFPs to include transit and transportation projects such as the BCT/WAVE services, Real Time, Transit Center Security Services, Taxi Franchise, and other related projects.

# **Other Transportation Related Professional Support Activities**

- 1. Provide professional expertise for potential transportation and transit related issues for new technologies, energy, environment, etc.
- 2. Provide technical guidance for transportation planning projects that focus on improving transit with bicycle, pedestrians and other multi-modal options, and related parking issues.
- 3. Assist with the implementation of special transportation planning projects including, but not limited to the transit center project, bicycle infrastructure, pedestrian improvements, electric vehicles, parking management, etc.
- 4. Prepare grant applications and funding opportunities for transportation planning projects; Metro Call for Projects, Caltrans, SCAG and other funding agencies.



# EXHIBIT "B-2"

# SCHEDULE FOR COMPLETION

**Term**. The term of this Agreement shall be extended for an additional one year term, which shall commence on July 1, 2018 and expire June 30, 2019 ("Term"), unless otherwise terminated as herein provided.



# EXHIBIT "C-2"

# COMPENSATION

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

- A. Amount. Consultant shall be paid an hourly rate of \$130.
- B. Not to Exceed Amount. In no event shall Consultant's compensation exceed \$300,000 during the Term of the Agreement.
- C. **Method of Payment**. Consultant shall provide invoices detailing the hours worked and services performed for the prior month 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.
- D. 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.
- 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.

<u>Contractor</u> Leslie Scott Consulting 4267 Marina City Drive, Suite 912 Marina del Rey, CA 90292 Attention: Leslie Scott

<u>City</u> City of Redondo Beach Community Services Department 415 Diamond Street Redondo Beach, CA 90277 Attention: Joyce Rooney, Transit Manager





LESLSCO-01

ACORD	CERTIFICATE OF L	IABILITY INSURAN	CE	
CERTIFICATE DOES NOT AFFIRI	S A MATTER OF INFORMATION O MATIVELY OR NEGATIVELY AMEN INSURANCE DOES NOT CONSTIT	D. EXTEND OR ALTER THE C	OVERAGE AFFORDED	) BY THE POLICIES
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Lyddy Martin Company 20300 Ventura Blvd. Suite 340 Woodland Hills, CA 91364		PHONE (A/C, No, Ext): (310) 478-2625 3 E-MORESS: brett@lyddymartin		<b>)</b> ]:
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4267 Marina City Drive S		INSURER D :		
Marina Del Rey, CA 9029	92	INSURER E :		
		INSURER F :		<b>.</b>
	CERTIFICATE NUMBER: 1		REVISION NUMBER:	
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City of Redondo Beach Joyce Rooney, Transit M 415 Diamond St.	-	SHOULD ANY OF THE ABOVE D THE EXPIRATION DATE TH ACCORDANCE WITH THE POLIC	EREOF, NOTICE WILL	
Redondo Beach, CA 902	77	AUTHORIZED REPRESENTATIVE Broth Stenty		
ACORD 25 (2016/03)		© 1988-2015 AC	ORD CORPORATION.	All rights reserved.

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# PERSONAL AUTO POLICY DECLARATION

Named Insured and Mailing Address

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

E-mail: LESSCOTTCO@AOL.COM

RENEWAL EFFECTIVE 03/23/18 Account: 21ST CENTURY INSURANCE Customer Service Center: 21st CENTURY INSURANCE 21ST CENTURY PLAZA P.O. BOX 15510 WILMINGTON, DE 19850-5510

Policy No: **129 47 06** Policy Period: From **03/23/18** To: **09/23/18** 12:01 AM Standard Time

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Loss Payee (LP), Additional Insured (AI)

Drivers Not Rated

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 PAYMENT RETURNED (NSF):
 \$10.00

 CANCEL:
 \$50.00
 INSTALLMENT BILL PLAN SERVICE CHARGE:\$4.00

02/14/18 ale Ditele

Authonzed 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 1-800-241-1188. TCU41CA (12/14) 21st Century Insurance Company, P.O. Box 15510, Wilmington, DE 19886-5292



March 20, 2018

City of Redondo Beach Community Services Department Joyce Rooney, Transit Operations and Transportation Facilities Manager 415 Diamond Street Redondo Beach, CA 90277

Dear Ms. Rooney,

Leslie Scott Consulting is pleased to provide professional transportation consulting services for the City of Redondo Beach, Community Services Department.

As the principal consultant, Leslie Scott, will assist with the Beach Cities Transit System (BCT), WAVE Dial A Ride, Transit Center and other related transportation programs. A detailed scope of work is attached.

I have experience working with cities and other agencies, for more than 25 years. Projects range from Los Angeles Metro's Transit Access Pass (TAP) to Bike to Work Day, Federal Transit Administration (FTA) Triennial Reviews and the South Bay Council of Governments Transit Working Group.

Leslie Scott will perform the professional services based on a time and materials basis. The hourly rate is established at \$130 per hour. Materials will be charged at market price, if necessary.

I look forward to working with the City of Redondo Beach, as it improves transportation in the City and the region.

If you have any questions, please call or email me.

Sincerely,

Leslie Scott Principal Consultant

## FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LESLIE SCOTT

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 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, the parties wish 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:

- <u>Term</u>. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2018. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".
- <u>Compensation</u>. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" which reaffirms Consultant's hourly rate of \$120, increases Consultant's total compensation by \$100,000, provides for a total limit of \$200,000, and revises the provisions regarding notice. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
- 3. <u>No Other Amendments</u>. 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 18th day of April, 2017.

CITY OF REDONDO BEACH

LESLIE SCOTT

Mayor

By: Name: SCOTT UBLIE PRINCIPAL CONSULTANT Title:

ATTEST:

Citv Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:

Ublib

City Attorney's Office



# EXHIBIT "B-1"

# SCHEDULE FOR COMPLETION

**TERM**. The term of this Agreement shall be extended to June 30, 2018 ("Term"), unless otherwise terminated as herein provided.



# EXHIBIT "C-1"

# 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 \$120. However, in no event shall the total amount paid to Consultant exceed \$200,000 during the term of this Agreement.
- 2. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices 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 of receipt of the monthly invoice, provided, however, that services are completed to City's full satisfaction.
- 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.

<u>Consultant</u> :	Leslie Scott 4267 Marina City Drive, Suite 912 Marina Del Rey, CA 90292
<u>City</u> :	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.



#### AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LESLIE SCOTT

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Leslie Scott, an Individual ("Consultant" or "Contractor").

The parties hereby agree as follows:

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:

- 1. <u>Description of Project or Scope of Services</u>. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
- 2. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

#### **GENERAL PROVISIONS**

- 1. <u>Independent Contractor</u>. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. <u>Brokers</u>. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,



shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
- 5. <u>Services</u>. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
- 6. <u>Records</u>. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
- 7. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.



- 8. <u>Additional Assistance</u>. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. <u>Professional Ability</u>. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
- 10. <u>Business License</u>. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons



for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

- 13. <u>Conflict of Interest</u>. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. <u>Waiver of Right of Subrogation</u>. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.



- 15. <u>Insurance</u>. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 19. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 20. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents



exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

- 21. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
- 23. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 24. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 25. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 27. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 28. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 29. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 30. <u>Claims</u>. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City



shall be waived if not made within six (6)months after accrual of the cause of action.

- 31. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 32. <u>Warranty</u>. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 33. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 34. <u>Authority</u>. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement.
- 35. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE



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IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17<sup>th</sup> day of May, 2016.

CITY OF REDONDO BEACH

Mayor

LESLIE SCOTT

By: Name: L.SCOTT Title: CONGULTANT /OWNER

APPROVED:

Citv Clerk

ATTEST:

APPROVED AS TO FORM:

N. M.

City Attorney's Office

Risk Manager



## EXHIBIT "A"

## PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

# CONSULTANT'S DUTIES

Consultant shall perform the following duties:

#### A. BCT and WAVE Services, Projects and Transportation Programs

- Provide assistance and support for the management and operations of BCT, WAVE, and other transit services with the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and other South Bay Cities which are providers of transit.
- 2. Assist with the coordination and negotiation of transit services and planning for BCT, WAVE, and related transit programs.
- 3. Coordinate and implement the BCT and WAVE marketing and public outreach program; strategies shall include, but not be limited to, social media, website content, press releases advertising, sponsorship, and public events.
- 4. Develop, coordinate and implement marketing activities targeted to the senior, disabled, disadvantaged, and other communities.
- 5. Monitor and analyze funding revenues for transit services and programs.
- 6. Assist with local, state, and federal transit reporting for the transit services, programs, and projects. Provide assistance for all transit project audit processes.
- 7. Manage improvements to the BCT bus stop signage, bus stop amenities, and other related collateral material to promote the use of the transit system.
- 8. Assist with the logistics for the Transit Center Development Project, including planning and implementation. Emphasis shall be on the service improvements for BCT, WAVE, and other transportation services.
- 9. Assist with BCT and WAVE transit studies and surveys, comprehensive administrative support, and compliance reporting.
- 10. Assist with contract management for BCT and WAVE operations, including but not limited to, vehicles, signage, and other agreements.
- 11. Collaborate with other planning agencies to improve regional transportation. Attend meetings with the South Bay Cities Council of Governments (SBCCOG),



Southern California Association of Governments (SCAG), South Coast Air Quality Management District (AQMD), and Los Angeles Metropolitan Transportation Authority (MTA). Meetings shall include, but not be limited to, information about legislation, regional projects, and funding.

## B. Federally Funded and MTA Projects

- 1. Provide professional project management assistance with planning, coordination, fiscal management, reporting, public outreach, and project implementation for federally funded transit projects. Attend Federal Transit Administration ("FTA") meetings and trainings.
- 2. Coordinate with MTA for Redondo Beach Transit Center and Green Line Extension projects and represent City on transit issues, policies, and funding.
- 3. Provide professional assistance with planning, coordination, public outreach, and project implementation for the Transit Center and Green Line Extension.
- 4. Assist with the implementation of MTA transit sales and the Transit Access Pass ("TAP") corporate account.

#### C. Taxi Franchise Program

- 1. Review and recommend revisions to taxi franchise regulations, ordinances, and rules.
- 2. Assist with the preparation and issuance of Taxi Franchise Request for Proposals ("RFPs") and Taxi Operator Proposal evaluations.
- 3. Assist with taxi studies and surveys. Develop recommendations for improvements in taxi franchise administration and operations.

#### D. AQMD Projects and Rideshare Programs

- 1. Manage AQMD compliance, including but not limited to, compliance with Rule 2202 for ridesharing and other related programs.
- 2. Update employee rideshare outreach materials, webpage information, and social media.
- 3. Develop, coordinate and implement employee rideshare programs and promotional activities and events for carpools, vanpools, transit, bus passes (MTA and TAP), bicycles, and pedestrians.
- 4. Develop, coordinate and implement rideshare promotions for general public programs including events such as Rideshare Week, Bike to Work Week, and



other related events.

- 5. Provide professional support for the Mobile Source Reduction Committee, AB 2766 project funding reporting, and other related issues.
- 6. Prepare grant applications and reports for funding opportunities with the AQMD.
- 7. Attend AQMD meetings on behalf of the City, which shall include information about legislation, regulations, compliance measures, and any related matters.

# E. Support Transit Division

- 1. Attend and participate in transit and transportation related meetings with the City.
- 2. Assist with the preparation of transit and transportation studies, reports, data, and any other matters. At City's request, Consultant shall make presentations at public meetings and other related meetings.
- 3. Provide technical assistance in complying with federal, state and local requirements, including but not limited to, providing assistance with agency administration and reports required by MTA, the FTA, FTA-National Transit Database program, American Recovery and Reinvestment Act, California Department of Transportation ("Caltrans"), California Emergency Management Agency, California Air Resources Board, AQMD, and the California State Controller.
- 4. Assist with procurements and fiscal management, including local, state and federal audits.
- 5. Assist with RFPs for various transportation projects. Assist with the management of the proposal process, its implementation, and proposal evaluation. RFPs shall include transit and transportation projects, including but not limited to, the BCT and WAVE services, Real Time information, Transit Center Security Services, taxi franchises, and other related projects.

## F. Other Transportation Related Professional Support Activities

- 1. Provide professional expertise for potential transportation and transit related issues for new technologies, energy, environment, and any other issues.
- 2. Assist with the management of transportation planning projects that focus on improving transit with bicycles and pedestrians, other multi-modal options, and related parking issues.
- 3. Assist with the implementation of special transportation planning projects



including, but not limited to, the transit center project, bicycle infrastructure, pedestrian improvements, electric vehicles, and parking management.

4. Prepare grant applications and funding opportunities for transportation planning projects, including but not limited to, MTA Call for Project, Caltrans, SCAG, and other funding agencies.



# EXHIBIT "B"

# SCHEDULE FOR COMPLETION

**TERM**. The term of this Agreement shall commence July 1, 2016 and expire June 30, 2017 ("Term"), unless otherwise terminated as herein provided. Upon Mayor's recommendation to City Manager, this Agreement shall automatically renew for an additional one year term. Renewal of the Agreement shall be effective by a letter executed by the City Manager to the Consultant; provided, however, that the letter is sent to Consultant prior to the expiration of the current term.



# EXHIBIT "C"

## 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 \$120. However, in no event shall the total amount paid to Consultant exceed \$100,000 during the term of this Agreement.
- 2. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices 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 of receipt of the monthly invoice, provided, however, that services are completed to City's full satisfaction.
- 4. **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.

<u>Consultant</u> :	Leslie Scott 4267 Marina City Drive, Suite 912 Marina Del Rey, CA 90292
<u>City</u> :	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 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.



# EXHIBIT "D"

# **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

## Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

## **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.



# Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

# Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

## Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.



# Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

## **Subcontractors**

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **Risk Management**

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



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A AUTOMOBILE LIABILITY			02/26/2017	02/26/2018	BODILY INJURY (Per person)	s	
ANY AUTO		72SBAAD9998	0212012017	0212012010	BODILY INJURY (Per acciden		
AUTOS ONLY	AUTOS				PROPERTY DAVAGE (Per acodent)	5	
X HIRED X	NON-QWNED AUTOS ONLY			<u></u>		5	
UMBRELLA LIAB	OCCUR				EACH OCCURRENCE	Ş	
EXCESS LIAB	CLAIMS-MADE				AGGREGATE	5 S	
DED RETENTION	IS		· · · · · · · · · · · · · · · · · · ·				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN				STATUTE ER	5	
ANY PROPRIETOR/PARTNER/E OFFICER/MEMBER EXCLUDED (Mandatory in NH)	XECUTIVE N/A				E LI EACH ACCIDENT E LI DISEASE - EA EMPLOY		
(Mandatory In NH)							
If yes, describe under DESCRIPTION OF OPERATIO	NS below	UDC-1936618-EO-17	03/22/2017	03/22/2018	EL <u>DISEASE - POLICY LIM</u> E Each Claim	<u> </u>	,000,00
B Errors and Omissions		UDC-1936618-EO-17			Aggregate	1	,000,00
B Errors and Omissions		000-1930010-2011	00.12.200	•			
DESCRIPTION OF OPERATIONS / L	DCATIONS / VEHICLES (ACC	RD 101, Additional Remarks Sche	dule, may be attached if m	ore space is requ	ired)		
				<u>N</u>			
City of Redon Attention: Tra	Insit Division		THE EXPIRATI	ON DATE 1 WITH THE POL	DESCRIBED POLICIES BE HEREOF, NOTICE WIL ICY PROVISIONS.	E CANCELLED E L BE DELIVER	EFORE
415 Diamond Redoπdo Bea			AUTHORIZED REPRE	try			
ACOPD 25 (2016/03)			© '	988-2015 A	CORD CORPORATION	N. All rights r	eserve

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00220117CA1009390N012947060001

# PERSONAL AUTO POLICY DECLARATION

Named Insured and Mailing Address

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

E-mail: LESSCOTTCO@AOL.COM

RENEWAL EFFECTIVE 03/23/17 Account: 21ST CENTURY INSURANCE Customer Service Center: 21st CENTURY INSURANCE 21ST CENTURY PLAZA P.O. BOX 15510 WILMINGTON, DE 19850-5510

Policy No: 129 47 06 Policy Period: From 03/23/17 To: 09/23/17 12:01 AM Standard Time

/ehic	le(\$)	and Driver(s)		Vahiele ID Number Use			Ve	hicle Discounts/Com	nents	Zip	Mileage
Year         Make/Model           1         15         AUDI A5 QUATTRO PREMIPLUS			WAUMFAF	Vehicle ID Number Use WAUMFAFR6FA045813 B GD						90292	12.000
/eh	   	Rated Driver		Years Tickets		Charg	eable Accidents			ints	
1		LIE SCOTT		35   	† <u> </u>	   				, 	_,
<u>cov</u>	/ER	AGE IS PROVIDED WHERE A	PREMIUM AND	A LIMIT (			TY ARE SI	HOWN FOR THE CO	VERAGE Premium	······································	
•		Coverage	:	Limit of L	Iabuit;	/		Veh 1			
A.	Bo	dily Injury Liability es \$0.88 per vehicle fraud fee	\$50,000 \$100,000	each pe each a	ccider			s 162.00		.	
В. С.	Pro Me Ur	operty Damage Liability edical Payments hinsured Motorist	<u>\$50,000</u> \$50,000 \$100,000	each a each p each p each a	erson erson			\$36.00_[			 
·	DAN	DIIV INURY	Veh 1							ļ	
E.	Actu: Co	al Cash Value Less Deductible omprehensive	<u>Ded.</u> <u>\$500</u> \$500	=  	 		  	<u>-  \$ _ 97.00</u> - <del> \$</del> _ 557.00	···		· ·
<u>⊢</u>	ΞŪ L Pi	ninsured Motorist roperty Damage 1st Century	DED WAIVE	 — —		 		-   <u>\$ _ 5.00</u>   Included		·	
	<u>R</u>	ental Per day	\$75 \$25 \$750				r <u>ii                                    </u>	\$ <u>18.00</u>	· · · · · · · · · · · · · · · · ·	 +	
<u>H</u> .  J. 	A T	dditional Equipment he first \$1000 is automatically included with coverage E or F. idditional coverage is optional.	Included Additional Total	\$1,000 \$1,000				s	 	+	
L	_	installment bill plan is used, a s		tal Premium Per Vehicle				Total Premium	<u> </u>	\$	1,062.

Endorsement(s)/Agreement(s) App TCU-1 (04/14) FPN-CA (7/16) TCU531CA (02/12) TCU511CA (04/16)

**Drivers Not Rated** 

AU CWF9 1011 Loss Payee (LP), Additional Insured (AI)

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

Carlo D'lator

02/14/17

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 1-800-241-1188. 21st Century Insurance Company, P.O. Box 15510, Wilmington, DE 19886-5292

TCU41CA (12/14)

A	CORD									
		E	<b>t</b> T	FICATE OF LI	ABIL	•••	4/4/2019			
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT SELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR	Y OI	R NEGATIVELY AMEND	. FXTE	ND OP AL	EP THE C	AVEDACE AFEODDED	TE HO	LDER. THIS
l t	MPORTANT: If the certificate holds f SUBROGATION IS WAIVED, subjective his certificate does not confer rights to	ct to	) the	terms and conditions of	tha na	liev cortain	nolicios ma	NAL INSURED provision require an endorseme	nsorb nt. As	e endorsed. tatement on
PRC	DDUCER License # 0C36891				SONTA NAME:	CT Brett R S	sternberg			
Lyd 203	idy Martin Company 00 Ventura Blvd. Suite 340					», <u>Eπt)</u> : (310) 4				
Wo	odland Hills, CA 91364				ADDRE	<sub>ss:</sub> brett@ly	ddymartin	.com		
						,			<u> </u>	NAIC #
INSI	URED			·····				e Company, <u>Ltd</u> Company Inc.		11000
	Leslie Scott Consulting				INSURE		insurance	company inc.		10200
	4267 Marina City Drive Suit	e 912			INSURE					
	Marina Del Rey, CA 90292				INSURE	RE:				
					INSURE	<u>RF:</u>		······		
_				ENUMBER: 1				<b>REVISION NUMBER:</b>		
1 11	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F	ŒUU	IN LMI	ENT. LERM OR CONDITIO	NNEA	NY CONTRA	TT OP OTHER		EAT TO	
1 6	ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN.	THE INSURANCE AFFOR	DED RY	THE POLIC	IES DESCRIP	SED HEDEIN IS SUBJECT	TO ALL	THE TERMS,
INSR		ADDI	SUBR		ULLIV I	POLICY EFF	POLICY.EXP	····		
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000
		X		72SBAAD9998		2/26/2019	2/26/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
								MED EXP (Any one person)	5	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
					i			GENERAL AGGREGATE	5	2,000,000
		1						PRODUCTS - COMP/OP AGG	\$	2,000,000
A				· · · · · · · · · · · · · · · · · · ·				COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
	ANY AUTO			72SBAAD9998		2/26/2019	2/26/2020	BODILY INJURY (Per person)	5	
	AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident	s	
	X AUTOS ONLY X AUTOS ONLY	1						PROPERTY DAMAGE	5	
	UMBRELLA LIAB OCCUR		<u> </u>					 	\$	
	EXCESS LIAB CLAIMS-MADE								\$	
	DED RETENTION S	1						AGGREGATE	\$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH-	<b>—</b>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	If yos, decedbe under							E.L. DISEASE - EA EMPLOYE	<u> </u>	
в	DESCRIPTION OF OPERATIONS below	1.		UDC-1936618-EO-19		3/22/2019	3/22/2020	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
в	Errors and Omissions			UDC-1936618-EO-19		3/22/2019	3/22/2020	Aggregate		1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	! LES (/	ACORE	i 9 101, Additional Remarks Schedu	le, may b	e attached if mor	e space la requi	red)	-	
	RTIFICATE HOLDER									
					CANC	ELLATION				
	City of Redondo Beach Joyce Rooney, Transit Mana 415 Diamond St.	iger			THE	EXPIRATION ORDANCE WI	H THE POLIC	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL Y PROVISIONS.	ANCELI Be de	LED BEFORE LIVERED IN
	Redondo Beach, CA 90277			· · ·	-	ter terreser				
AC	ORD 25 (2016/03)					© 19	88-2015 AC	ORD CORPORATION.	<b>All rig</b>	hts reserved.

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# PERSONAL AUTO POLICY DECLARATION

Named Insured and Mailing Address

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

E-mail: LESSCOTTCO@AOL.COM

AMEND - POLICY CHANGE **EFFECTIVE 03/23/19** Account: 21ST CENTURY INSURANCE **Customer Service Center:** 21st CENTURY INSURANCE 21ST CENTURY PLAZA P.O. BOX 15510 WILMINGTON, DE 19850-5510

Policy No: 129 47 06 Policy Period: From 03/23/19 To: 09/23/19 12:01 AM Standard Time

Veh	icle(s	s) and Driver(s)											
Veh	Year	ranges	e/Model	Vehicle ID Number				Veh	Vehicle Discounts/Comments				
1	15 AUDI A5 PREMIUM PLUS CP WAUMF				AFR6FA045	813	В	GD		· · · <u></u>	<u></u>	Zlp 90292	Mileage 12,000
		<u> </u>				1. m. 7				<u> </u>			
Veh		I	Rated Driver		Years	Ticket	8	Charges	able	Accidents	Drive	or Discou	nts
1	LES	LIE SCOTT			37	0	16	D/COLL			GDD	<u></u>	
							1.	DIOQLE			GOD		
						-							
	<u> </u>	<u> </u>											
<u>_ CO</u>	VER/	AGE IS PROVID	ED WHERE	A PREMIUM AN	ID A LIMIT C	of Liae	BILIT	Y ARE SHO	WN	FOR THE COV	/ERAGE		
		Coverage			Limit of Li	ability					Premium		
A.	Boo		thù	\$50,000	CORP PR					Veh 1			
inc	lude	lily Injury Liabili s \$0.88 per vehic	de fraud fee	\$100,000						425.00			
₿.	Pro	perty Damage	Liability	\$50,000	each accident					312.00		-	<del></del>
C.		dical Payments			each person						·	-	
~		nsured Motoris	t	\$50,000	\$50,000 each person				1				
		lily Injury		\$100,000	each ac	cident			\$	115.00			
		AGE TO YOUR Cash Value Less		Veh 1					-				
		nprehensive	Degnettiple	Ded.		_			١.				
F.		lision		\$500			- <u> </u>		\$	109.00		<u> </u>	
		nsured Motoris	•	\$500					<u> \$</u> _	1151.00			
D1		perty Damage	L	DED WAIVE					s	5.00			
-	21s	t Century					<u> </u>		<u> </u>				
G.		dside Assistan		\$75	each disablement				Included				
H.	Ren	nbursement	Per day max	\$25 \$750									
J.					\$1,000				\$	18.00			
σ.	The first \$1000 is automatically included with coverage E or F.			Additional	·41)000				1				
				Total	\$1,000								
	Add	itional coverage	is optional.						\$	0.00			
		an ann a	Total Premium I					\$	2135.00				
It th	e insi	tallment bill plan	is used, a se	irvice charge ma	y apply.				To	al Premium		\$ 2,13	5.00

Endorsement(s)/Agreement(s) Applicable: TCU-1 (01/19) TCU511CA (05/18) TCU531CA (02/12) AU CWF9 1011

Loss Payee (LP), Additional Insured (AI)

**Drivers** Not Rated

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

03/14/19 Carlo D'talo

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.

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