

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

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 June 18, 2013, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on May 6, 2014, the parties hereto entered into the First Amendment to the Agreement to extend the Agreement to June 30, 2015, and increase Consultant's total not to exceed compensation by \$100,000; 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:

1. **Modification of Terms.** Sections 7 and 14 of the Agreement shall be deleted, incorporated, and restated in their entirety as follows.

Section 7 Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

Section 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. Nonwaiver of Rights. 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. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
2. **Term**. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2016. Exhibit "B-2" 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-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 \$105 paid to Consultant and provide a not to exceed limit of \$100,000 for Consultant's compensation during the annual term. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A".
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 19th day of May, 2015.

CITY OF REDONDO BEACH

LESLIE SCOTT

Mayor

By: _____
Name: LESLIE SCOTT
Title: CONSULTANT

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



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, 2015 and expire June 30, 2016 ("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 \$105.
- B. **Not to Exceed Amount.** In no event shall Consultant's compensation exceed \$100,000 during this Term.
- 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.

Contractor

Leslie Scott Consulting
4267 Marina City Drive, Suite 912
Marina del Rey, CA 90292
Attention: Leslie Scott

City

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





CERTIFICATE OF LIABILITY INSURANCE

LESLSCO-01 BSTERNBERG

DATE (MM/DD/YYYY)

2/26/2015

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 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 # OC36891

Lyddy Martin Company
2034 Cotner Avenue
3rd Floor
Los Angeles, CA 90025

CONTACT NAME: Brett R Sternberg

PHONE (A/C, No, Ext): (800) 520-1040

FAX (A/C, No): (310) 473-5484

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Insurance Company, Ltd

11000

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Leslie Scott Consulting
4267 Marina City Drive Suite 912
Marina Del Rey, CA 90292

COVERAGES

CERTIFICATE NUMBER: 1

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	X		72SBAAD9998	02/26/2015	02/26/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO			72SBAAD9998	02/26/2015	02/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is named additional insured

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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



PERSONAL AUTO POLICY DECLARATION

AMEND - POLICY CHANGE
EFFECTIVE 03/31/15

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: LESSCOTTCO@AOL.COM

Policy No: **129 47 06**

Policy Period: From **03/23/15**

To: **09/23/15 12:01 AM Standard Time**

Vehicle(s) and Driver(s)							
Veh	Year	Make/Model	Vehicle ID Number	Use	Vehicle Discounts/Comments		Mileage
1	15	AUDI A5 QUATTRO PREM PLUS	WAUMFAFR6FA045813	B	GD		12,000
Veh	Rated Driver		Years Licensed	Tickets	Chargeable Accidents		Driver Discounts
1	LESLIE SCOTT		33	0			GDD\SD5

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	\$ 187.00		
B. Property Damage Liability	\$50,000	each accident	\$ 139.00		
C. Medical Payments		each person			
Uninsured Motorist	\$50,000	each person			
D. Bodily Injury	\$100,000	each accident	\$ 37.00		
DAMAGE TO YOUR VEHICLE	Veh 1				
Actual Cash Value Less Deductible	Ded.				
E. Comprehensive	\$500		\$ 113.00		
F. Collision	\$500		\$ 827.00		
Uninsured Motorist					
D1. Property Damage	DED WAIVE		\$ 5.00		
21st Century					
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			\$ 1,326.00		
If the installment bill plan is used, a service charge may apply.			Total Premium	\$ 1,326.00	

Endorsement(s)/Agreement(s) Applicable:

TCU-1 (04/14)

TCU511CA (02/15)

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

04/01/15

Carl D. Lobo

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.

TCU44CA (02/14)

21st Century Insurance Company, P.O. Box 15510, Wilmington, DE 19850-5510

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 ($\geq 51\%$) 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.