FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER

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 Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor, extend the term of the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, on May 7, 2019, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, on May 19, 2020, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term of the Agreement to June 30, 2021, increase Consultant's hourly rate to \$130 for services and \$65 for travel, and increase the limit on Consultant's total compensation to \$80,000; and

WHEREAS, the parties desire 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:

- 1. <u>Term</u>. Exhibits "B" to "B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2022. Exhibit "B-4" 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-4".
- 2. <u>No Other Amendments</u>. 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, the 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 18th day of May, 2021.

CITY OF REDONDO BEACH, a chartered municipal corporation

ROY E. GLAUTHIER, an individual

William C. Brand, Mayor

By: _____ Name: _____ Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-4"

SCHEDULE FOR COMPLETION

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