

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

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 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, the parties desire to amend the Agreement.

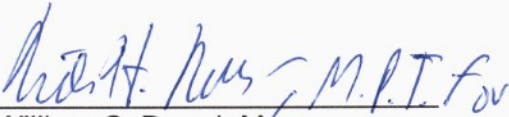
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Term. Exhibits "B" to "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2021. Exhibit "B-3" 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-3".
2. Compensation. Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-3" to 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. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
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, 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, the First Amendment,

Second Amendment, and 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 19th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation



William C. Brand, Mayor
4/15/21

ATTEST:



Eleanor Manzano, City Clerk

APPROVED AS TO FORM:




Michael W. Webb, City Attorney

ROY E. GLAUTHIER,
an individual

DocuSigned by:

By: _____
Name: Roy Glauthier
Title: Principal

APPROVED:

DocuSigned by:


B7F2B0D00BA64E7
Jill Buchholz, Risk Manager

EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2021, 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.

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$130 for services described herein and an hourly rate of \$65 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$80,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide hours, applicable hourly rates, and services performed. 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.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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.

Consultant: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: 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 ROY E. GLAUTHIER**

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 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 amend Exhibit "A" 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,

WHEREAS, pursuant to the First Amendment, the parties agreed to amend Exhibits "B" and "C" to extend the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, the parties wish to extend the term 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 amendment to the Agreement:

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, 2020. 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".
2. 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, the 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 7th day of May, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROY E. GLAUTHIER,
an individual



William C. Brand, Mayor

By: 
Name: Roy E. Glauthier
Title: Principal

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2020, unless otherwise terminated as herein provided.



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

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

WHEREAS, on June 16, 2015, 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.

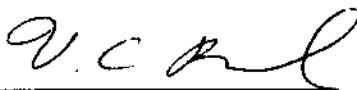
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to provide that Consultant shall assist with operational planning for the City Transit Center and advise on any issues with the City's Operations and Maintenance contractor, service reviews and contract re-procurement preparation during the FY 2019/2020 year. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2019. Exhibit "B-1" 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-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" which increases the limit for total compensation paid to Consultant by \$20,000 for a total limit of \$60,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
4. No Other Amendments. 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.



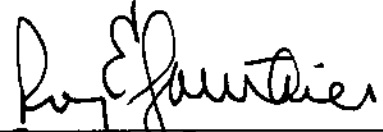
IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 18th day of April, 2017.

CITY OF REDONDO BEACH

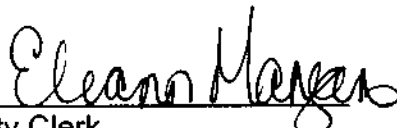


Mayor

ROY E. GLAUTHIER


By: 
Name: Roy E. Glauthier
Title: Principal

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



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

ROY E. GLAUTHIER

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide technical assistance in the support of management and administration of the Beach Cities Transit ("BCT") and the WAVE Dial-A-Ride ("WAVE") system. This shall include the following duties.

1. Assist with operational planning for the City Transit Center, including security planning, facility maintenance, and asset monitoring and reporting.
2. Advise on any issues with the City's Operations and Maintenance contractor, service reviews and contract re-procurement preparation during the FY 2019/2020 year.
3. Review and assist in the collection, maintenance and reporting of BCT and WAVE operating data. Assist with the completion and submission of the annual reports.
4. Develop and support City staff in the use of data reporting procedures and programs for submission in accordance with federal and state transit reporting rules and regulations.
5. Assist City staff in the review and clarification of service policies with respect to WAVE and BCT. Advise City staff on BCT and WAVE information materials, policies and operating procedures.
6. Advise City staff on the BCT and WAVE Financial Plan, including fund source tracking and programming, capital project planning, vehicle specifications and requirements, and the timing of planned equipment and vehicle purchases.
7. Advise and assist City staff to ensure compliance with federal, state and local laws, regulations, rules, requirements, and policies.
8. Provide additional assistance as requested in the following areas.
 - a. Capital grant management and administration
 - b. Data management and reporting
 - c. Service monitoring and contract administration
 - d. Policies, procedures and service development
 - e. Federal and state regulatory compliance



EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2019, 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.

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$120 for services described herein and an hourly rate of \$60 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$60,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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.

Consultant: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: 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.

