

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL BAKER INTERNATIONAL, INC.**

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 Michael Baker International, Inc., a Pennsylvania corporation ("Consultant" or "Contractor").

WHEREAS, on September 15, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to modify the scope of services, extend the term of the Agreement, and increase Consultant's total 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. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall perform federal grant management assistance and Coronavirus Aid, Relief, and Economic Security ("CARES") Act implementation services. 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, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibits "A" and "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" to increase Consultant's compensation by \$43,481 for a total limit on Consultant's compensation in the amount of \$108,981. Exhibit "C-1" is attached hereto and incorporate by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
4. No Other Amendments. 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 15th day of June, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania corporation

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 “A-1”

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT’S DUTIES

Consultant shall perform the following duties:

- A. Federal Grant Management Assistance: Provide on-site and on-call staffing to support the City’s CDBG-CV3 programs at least one day per week as set forth below.
 1. Update IDIS.
 2. Update CDBG-CV3 program eligibility cover sheets.
 3. Participate and respond to requests for comments on any CDBG plans and reports.
 4. Complete and submit HUD environmental assessments for all proposed City activities as required by the National Environmental Policy Act.
 5. Complete and submit HUD financial reports.
 6. Perform general CDBG program administration and coordinate with HUD.
- B. CARES Act Implementation and Business Assistance: Assist the City with the planning, use and HUD compliance of CARES Act funding, including use of CARES Act funding to assist businesses located within the City as set forth below.
 1. Receive and review applications and supporting documentation to determine adjusted household income, and unit (or space) rent amount (payment standard).
 2. Communicate and assist applicants during the application period for the Small Business Grant program.
 3. Prepare an Application Summary to document tenant’s portion of the monthly rent (based on Small Business Grant program guidelines), utility allowance and costs for tenant improvements.
 4. Prepare files for each business assisted by the City with CDBG funds.
- C. Los Angeles County Development Authority (“LACDA”) CDBG Assistance:
Consultant shall perform the following duties.
 1. Set up City Staff with access to LACDA online systems. Enter all required City staff in the LACDA online Authorization Screen to allow access to the online systems. Provide guidance to City staff on navigating the LACDA online systems and complete required Planning Summary Training. Provide staff with the summary of the City Homeless Court: Enhanced Response Program (“Homeless Court Project”). This will be Exhibit A to the agreement with LACDA. It will provide HUD Codes and additional details about the Homeless Court Project, which will be prepared by the City and approved by LACDA.

2. Contact LACDA Contract Manager to request any additional steps required by the City to have the Homeless Court Project active by July 1, 2021.
3. Assist City staff with any required Public Notices, Staff Reports and Resolutions, which may be required by LACDA as part of the Homeless Court Project Assist City staff with the online contract review, administering the execution of the contracts, and contract approval process.
4. Assist City staff with establishing Program Guidelines.
5. Assist City staff with creating reporting documents.
6. Assist City staff with the LACDA online Public Service Module.
7. Assist staff with the LACDA online reporting process in the Quarterly Reporting Module.
8. Train staff on the LACDA online reimbursement process termed Funding Requests.
9. Assist staff with LACDA monitoring reviews.

EXHIBIT “B-1”

SCHEDULE FOR COMPLETION

TERM. This Agreement shall be extended to June 30, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C-1"
COMPENSATION

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

A. AMOUNT

1. Hourly Rate. Consultant shall be paid the following hourly rates for services described herein.

| Name/Title | Hourly Rate |
|---|--------------------|
| Damien Delany Project Manager | \$150 |
| Tom Lao, Housing Construction Manager | \$130 |
| Michael Neal, Grants Coordinator | \$130 |
| Sandra Lee, Labor Compliance/Housing Specialist | \$100 |
| Brent Schleck, Environmental Analyst | \$ 90 |
| Joyce Lee, Assistant Planner | \$ 85 |

2. Not to Exceed Amount. Notwithstanding the foregoing, Consultant's compensation shall not exceed the following amounts.

| Exhibit "A" Section | Service | Not to Exceed Amount |
|---|---|-----------------------------|
| Section A of the Agreement | General Duties | \$0.00 |
| Sections B, D, F and G of the Agreement | CDBG Administration, CDBG-CV Administration and Public Service Agency Funding Program | \$89,481 |
| Section C of the Agreement | Mobility Access/Emergency Repair Program | \$12,000 |

| | | |
|---------------------------------|------------------------------|------------------|
| Section E of the Agreement | Capital Improvement Projects | \$7,500 |
| Total Compensation Limit | | \$108,981 |

3. Funding Reduction. If CDBG funds provided to City by HUD are reduced, suspended or terminated, City hereby reserves the right to reduce, suspend or terminate the funds allocated to the service as provided above.

B. **METHOD OF PAYMENT**. Consultant shall provide invoices indicating the hours worked, applicable billing rate, and services and tasks performed during 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.

C. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full satisfaction.

D. **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: Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Attention: Albert Warot, Associate Vice President

City: City of Redondo Beach
Department of Community Services
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Cameron Harding, Director of Community Services

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.