

**FIFTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND VERONICA TAM & ASSOCIATES, INC.**

This Fifth Amendment to the Agreement for Consulting Services ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Veronica Tam & Associates, Inc., a California S Corporation ("Consultant" or "Contractor").

WHEREAS, on October 20, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on June 7, 2022, the parties entered into a First Amendment ("First Amendment") to the Agreement and extended the term to December 31, 2022, and increased the compensation by \$10,440; and

WHEREAS, on October 4, 2022, the parties entered into a Second Amendment ("Second Amendment") to the Agreement to extend the term to March 31, 2023 and to increase the compensation by \$1,500.00 for additional duties required by HCD; and

WHEREAS, on December 20, 2022, the parties entered into a Third Amendment ("Third Amendment") to the Agreement to extend the term to December 31, 2023 and to increase the compensation by \$13,125 for additional duties; and

WHEREAS, on June 20, 2023, the parties entered into a Fourth Amendment ("Fourth Amendment") to the Agreement to amend the scope of services to include additional duties the Consultant is to provide to the City regarding the financial evaluation of inclusionary housing and to increase the compensation amount for these additional duties; and

WHEREAS, the parties desire to again amend the scope of services to include additional duties the Consultant is to provide to the City regarding inclusionary housing, to increase the compensation amount for these additional duties and extend the term.

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 include the following additional duties that Consultant shall provide to the City under Task 6 of the Agreement relating to the Inclusionary Housing Review by its' subconsultant, Keyser Marston Associates, Inc.:

"Additional services to be provided by subconsultant Keyser Marston Associates, Inc. pursuant to Fifth Amendment:

Additional Task #1: Revisions to the Inclusionary Housing production requirements in overlay areas. Creation of a discounted in-lieu fee schedule for areas outside of the overlays. Cost of service: \$1,800

Additional Task #2: Economic analysis of five cities with Inclusionary Housing programs and analogous cities that do not have Inclusionary Housing programs. Cost of service: \$14,600

Additional Task #3: Participation at two City Council meetings. Cost of service: \$3,000

Subtotal: \$19,400

Contingency Allowance at 5% of the Budget \$1,000

Total Cost of Additional Services: \$20,400.”

2. Term. Exhibit “B” of the Agreement is extended to December 31, 2024.
3. Compensation. Exhibit “C” of the Agreement is hereby amended to include additional compensation in the amount of \$21,420 for the additional duties detailed in this Fifth Amendment which includes an additional 5% contract management fee.
4. No Other Amendments. The Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth 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, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 12th day of December, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

VERONICA TAM & ASSOCIATES, INC.
a California S Corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager