

**AMENDMENT NO. 1 TO THAT CERTAIN RESTAURANT  
STORMWATER INSPECTION SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND  
JOHN L. HUNTER AND ASSOCIATES, INC., EXTENDING  
AND ADDING ADDITIONAL SERVICES TO THAT  
AGREEMENT**

This Amendment No. 1 is made and entered into this 4<sup>th</sup> day of September, 2012 by and between the City of Manhattan Beach ("City") and John L. Hunter and Associates, Inc. ("Contractor").

**RECITALS:**

A. By that certain agreement titled, "Restaurant Stormwater Inspection Services Agreement ("Agreement") executed on 1/29/09, Contractor has provided professional services related to restaurant stormwater inspections for the City.

B. City desires to extend the Agreement and engage Contractor to render additional professional services.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1.** The first paragraph of Section B (**Term of the Agreement**) of the Agreement is amended to read as follows:

"The term of this Agreement shall be from January 6, 2009 to September 4, 2014, unless earlier terminated as provided herein. Contractor shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by a written amendment to this Agreement."

**SECTION 2.** Section C (**Services to be Provided**) of the Agreement is amended by adding thereto a new Section 8 to read as follows:

"8. Additional Services: Contractor shall furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the consulting services ("Additional Services") more particularly described in the proposal to the City dated August 16, 2012 ("2012 Proposal"). The 2012 Proposal is attached hereto as Attachment 2 and is incorporated herein by this reference."

**SECTION 3.** Section D (**Compensation**) of the Agreement is amended to read as follows:

"1. The total amount of compensation for the services performed between January 2009 and September 3, 2012 shall not exceed \$16,150. The total amount of compensation for the Restaurant Stormwater Inspection Services during the extension period ending on September 4, 2014 shall not exceed \$39,260.00.

2. Contractor shall receive compensation, including authorized reimbursements, for all Additional Services required to perform the Fats, Oils, and Grease Inspections under this Agreement, at the rates set forth in Attachment 2 and incorporated herein by reference. Compensation for these Additional Services shall not exceed \$21,982.00."

**SECTION 4.** All other terms and provisions of the Agreement shall have full force and effect.

**SECTION 5.** The City Clerk shall attach this Amendment No. 1 and Attachment 2 (the "2012 Proposal") to the Agreement.

CITY OF MANHATTAN BEACH

JOHN L. HUNTER AND ASSOCIATES

\_\_\_\_\_  
David N. Carmany  
City Manager

  
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*Attest:*

*Approved as to Form:*

\_\_\_\_\_  
Liza Tamura  
City Clerk

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Quinn M. Barrow  
City Attorney