

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF MANHATTAN BEACH AND ITERIS, INC.

This First Amendment ("Amendment No. 1") to that certain agreement dated November 7, 2012 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Iteris, Inc., a Delaware corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this 12th day of August, 2014.

RECITALS

A. On November 7, 2012, the City and Consultant entered into an agreement for professional services in completing the City's General Plan Mobility Plan ("Agreement");

B. City desires to amend that Agreement for additional services related to completing the City's General Plan Mobility Plan and to provide additional compensation for those services;

C. Consultant desires to provide the additional services;

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein the parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in Exhibit A attached to this Amendment No. 1 to the full satisfaction of the City and pursuant to a timeline as directed by City.

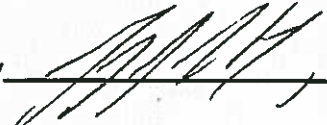
Section 2. For the services described in Exhibit A attached to this Amendment No. 1, City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Amendment No. 1 an amount not to exceed \$21,000 set forth in Exhibit B to this Amendment No. 1. Said compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said compensation in accordance with the schedule of payment set forth in the Agreement.

Section 3. The services to be provided by Consultant under this Amendment No. 1 shall be provided pursuant to the terms and conditions of the Agreement.

Section 4. Except as specifically amended by this First Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

ITERIS, INC.

By  , Vice President 7/23/14
By _____

CITY OF MANHATTAN BEACH
A Municipal Corporation

Mark Danaj, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:


Community Development

Exhibit A

Additional Services for City of Manhattan Beach Mobility Element (April 10, 2014)

Additional Out of Scope Outreach and Meetings

The following additional services have been provided or will be provided at the City's request. These are not part of the contract scope of services. The fee associated with these tasks is included in an attached table.

1. Stakeholder workshops - Consultant team attended and led multiple stakeholder meetings over several days. Stakeholder meetings are not in the scope, but were proposed following the first public workshop as a tool to enhance public outreach. Consultant team prepared for these meetings, developed summary agenda and graphics, attended and led the discussion at the meetings, and prepared summary meeting notes and circulated to staff.
 - a. 6/20/13 – three meetings, at City Hall all day
 - b. 6/27/13 – one meeting
 - c. 7/8/13 – one meeting
2. Preparation for and attendance at City Council meeting on 3/18/2014. Included preparation of comprehensive PowerPoint presentation, several drafts of the PowerPoint reviewed with City and revised, attendance at meeting with presentation and response to Council questions.
3. Additional public meetings:
 - o City council meeting to present goals and policies and draft report, including preparation of presentation materials
 - o Joint Planning Commission/PPIC meeting to present goals and policies and draft report
4. Several more staff level meetings than included in scope/budget – the consultant team will absorb this within our original budget

