

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND EYESTONE-JONES  
ENVIRONMENTAL, LLC (DBA AS EYESTONE ENVIRONMENTAL)

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Matrix Environmental ("Matrix") dated April 6, 2010, is between the City and Matrix's successor-in-interest Eyestone-Jones Environmental, a California LLC (DBA as "Eyestone Environmental") and is hereby entered into on May 2, 2017 ("Effective Date").

RECITALS

- A. On April 6, 2010, the City and Contractor entered into an agreement for professional services ("Agreement") for Matrix to provide environmental planning services in connection with the Manhattan Village Mall Renovation Project ("Project"). The Agreement has been amended twice thereafter. The developer of the Project has agreed to reimburse the City for the cost of all environmental services rendered in connection with the Project.
- B. Pursuant to Section 20 of the Agreement, Stephanie Eyestone-Jones was designated as the "Key Person" providing the contracted services to the City.
- C. Thereafter, Ms. Eyestone-Jones formed Eyestone-Jones Environmental, a California LLC (DBA as "Eyestone Environmental") ("Contractor"), and continued to perform environmental services pursuant to the Agreement, as amended.
- D. The Parties now desire to amend the Agreement a third time to enable Contractor to continue to provide environmental and related 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. The Scope of Work shall be amended to include the additional services ("Additional Services") set forth in the Scope of Services, dated May 9, 2017, attached as Exhibit A.

Section 2. The term of the Agreement, as amended, shall be amended to terminate upon successful completion of the Additional Services.

Section 3. City shall pay Contractor for all Additional Services satisfactorily rendered at the hourly rates set forth in Exhibit B.

Section 4. Pursuant to Section 19 of the Agreement, the City hereby consents to the assignment of this contract to Contractor. All references to "Contractor" in the Agreement and Amendments shall mean Eyestone Environmental. Eyestone Environmental shall comply with all the terms and provisions of this Agreement as Amended.

Section 5. Except as specifically amended by this Third Amendment and the First and Second Amendments, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Third Amendment on the day and year first shown above.

CITY OF MANHATTAN BEACH

Eyestone-Jones Environmental, a  
California LLC, DBA as "Eyestone  
Environmental"

By: \_\_\_\_\_  
Mark Danaj, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Bruce Moe, Finance Director



May 9, 2017

Laurie Jester  
Planning Manager  
Community Development Department  
**CITY OF MANHATTAN BEACH**  
1400 Highland Ave.  
Manhattan Beach, CA 90266

**Re: Proposed Scope of Work to Assist with Environmental Services Related to the Manhattan Village Shopping Center Improvement Project**

Dear Laurie:

This letter includes a scope of work to assist with environmental services related to the Manhattan Village Shopping Center Improvement Project (Project). As you are aware, Eystone Environmental (Eystone) has prepared a Draft EIR and a Final EIR for the Project. The following addresses additional environmental services that may be necessary for the Project.

**Additional Environmental Services**

Post-EIR Environmental Review. An EIR has been prepared and Certified by the City of Manhattan Beach. Subsequent documentation has been necessary via an Addendum to demonstrate that modifications to the Project will not result in new significant environmental impacts. Additional documentation may also be required.

Mitigation Monitoring Program and Compliance with Conditions. A Mitigation Monitoring Program was adopted as part of the CEQA process for the Project. In addition, specific conditions of approval were set forth by the City as part of approval of the Project. Assistance by Eystone may be necessary to document compliance with the mitigation measures and conditions by the Applicant.

Litigation Assistance. The Certified EIR has been litigated. As such, the City may require assistance from Eystone in addressing issues that arise from the litigation.

Review of Revisions and Refinements to the Project. In response to refinements to the Project made by the Applicant, review of Project modifications relative to the analyses in the Certified EIR may be required by Eystone.



Laurie Jester  
**CITY OF MANHATTAN BEACH**  
May 9, 2017 – Page 2

### **Proposed Fee Schedule**

Eystone's fees for the above tasks will be billed on a time and materials basis in accordance with the billing rates set forth in Appendix A.

We truly appreciate our work with the City of Manhattan Beach. Should you have any questions or require additional information please contact me at (424) 207-5333.

Sincerely,

A handwritten signature in black ink, appearing to read "Steph E-Jones", is written over a horizontal line.

Stephanie Eystone-Jones  
**EYESTONE ENVIRONMENTAL**  
President

Attachment

**ATTACHMENT A**  
**EYESTONE ENVIRONMENTAL 2017 BILLING RATES**

**PROFESSIONAL TIME**

President.....	\$230.00
Director of Air Quality.....	\$170.00
Principal Planner.....	\$160.00
Senior Planner .....	\$140.00
Planner .....	\$125.00
Associate Planner .....	\$115.00
Assistant Planner .....	\$95.00
Intern/Research Assistant.....	\$60.00
Graphics/GIS Specialist .....	\$90.00
Publications Specialist .....	\$80.00

**DIRECT EXPENSES**

Direct expenses will be billed at 100 percent of actual cost. Direct expenses will include, but will not be limited to, the following:

- Printing costs.
- Postage, delivery and communication costs.
- Mileage based on the most recent rate set forth by the Internal Revenue Service.

**BILLING TERMS**

- Invoices will be sent to the client on a monthly basis with payment expected within 30 days from receipt of invoice.
- Eystone will adjust its billing rates at the beginning of each subsequent year. However, the rates provided above will not increase by more than 5 percent each calendar year.