

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
MANHATTAN BEACH AND CITY CLERK MANAGEMENT SERVICES, INC.

This First Amendment to that certain agreement dated July 23, 2013 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and City Clerk Management Services, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this ____ day of _____, 2013.

RECITALS

A. On July 23, 2013, the City and Consultant entered into an agreement to authorize Consultant to serve as a professional consultant and thereby prepare meeting minutes and meeting recaps for the City;

B. City desires to amend the Agreement to allow Consultant to provide additional meeting minute services, and to establish a "not-to-exceed" amount for the services provided by Consultant;

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. Section 4.1 of Section 4 ("Compensation") of the Agreement is hereby revised in its entirety to read:

"4.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the terms of this Agreement and the hourly rates set forth in Exhibit A. In no event shall Consultant be paid more than \$25,200.00 during the term of this Agreement. Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant that are not expressly authorized by this Agreement will not be reimbursed by City. Consultant shall submit to City a monthly itemized statement, indicating the work completed and hours of services rendered by Consultant. City shall, within 30 days of receiving such statement, review and pay all approved charges thereon."

Section 2. The services to be provided by Consultant under this First Amendment shall be provided pursuant to the terms and conditions of the Agreement.

Section 3. Except as specifically amended by this First Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

[Signatures begin next page]

IN WITNESS THEREOF, the Parties hereto have executed this First Amendment on the date indicated in the introductory paragraph of this First Amendment.

CITY CLERK MANAGEMENT SERVICES, INC.



Vida Barone, President

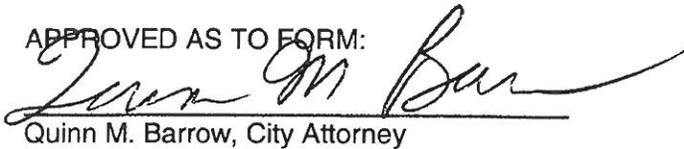
CITY OF MANHATTAN BEACH

David N. Carmany, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney