

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND CONTEMPORARY  
SERVICES CORPORATION**

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Contemporary Services Corporation, a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of February 5, 2019 ("Effective Date").

**RECITALS**

- A. On December 4, 2013, the City and Contractor entered into an agreement for professional services for the Contractor to provide unarmed event security services and traffic control services at special events ("Initial Agreement").
- B. The Initial Agreement provides for an initial term of four years, with two optional one-year extensions. The Parties exercised the first one-year extension by that certain Amendment No. 1 dated February 7, 2017. (The Initial Agreement, as amended by Amendment No. 1, is hereinafter referred to as the "Agreement.")
- C. The Parties now desire to exercise the second one-year extension, provide for the possibility of an additional one-year extension, document the increase in Contractor's hourly rates, and increase the amount of annual compensation.

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 2 entitled "Term of Agreement" is hereby amended to extend the term of the Agreement by one year, and shall read as follows:

"This Agreement shall commence on January 1, 2014, and shall terminate on December 31, 2019 unless sooner terminated by the City pursuant to Section 16. This Agreement may be extended for one additional year by an amendment executed by both Parties."

Section 2. Section 4(a) entitled "Compensation" is hereby amended to read as follows:

"City agrees to pay Contractor in accordance with the fee schedule attached hereto as Exhibit B. In no event shall the Contractor be paid more than the agreed upon hourly rates provided in Exhibit B, and no more than \$145,000 annually during the term of this Agreement."

Section 3. Exhibit B (Hourly Rates) to the Agreement is hereby replaced with the Exhibit B attached to this Amendment.


Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

CITY OF MANHATTAN BEACH

Contemporary Services Corporation  
(CONTRACTOR)

By: \_\_\_\_\_  
Bruce Moe, City Manager

By:  \_\_\_\_\_  
Its: ASSOCIATE GENERAL COUNSEL

ATTEST:

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

APPROVED AS TO FORM:

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

## **EXHIBIT B**

### **HOURLY RATES**

Staff	\$25.06/hr (up to 8 hours)
Staff (overtime)	\$37.59/hr (over 8 hours in a day)
Staff (double time)	\$50.12/hr (over 12 hours in a day)
Supervisor	\$27.80/hr (up to 8 hours)
Supervisor (overtime)	\$41.70/hr (over 8 hours in a day)
Supervisor (double time)	\$55.60/hr (over 12 hours in a day)
Event Manager	\$36.50/hr (up to 8 hours)
Event Manager (overtime)	\$54.75/hr (over 8 hours in a day)
Event Manager (double time)	\$73.00/hr (over 12 hours in a day)

If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against Contractor during this Agreement, the rates paid to Contractor by the City shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

The City shall pay one and one-half (1 ½) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	New Year's Eve

If a Contractor employee works more than eight hours per day or forty (40) hours per week for Events covered by this Agreement, the overtime hours shall be paid by the City at one and one half (1 1/2) times the rates or as otherwise required by applicable law.

If the City cancels any or all of its personnel requests less than twenty-four (24) hours prior to Event reporting time, the City shall pay, in addition to sums due for services actually provided, at the regular rate for each canceled employee as if such employee worked four (4) hours.