

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 7th day of December, 2013, by and between the City of Manhattan Beach, a municipal corporation ("City") and Contemporary Services Corporation, a California corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain services of Contractor for unarmed event security and traffic control at special events.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after January 1, 2014, and shall terminate on December 31, 2017, unless sooner terminated by the City. This agreement may be renewed by the Parties in a writing signed by both Parties for two additional one year terms.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) 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 \$55,000 annually during the Term of this Agreement.

(b) Unless expressly provided for in Exhibit B or otherwise approved in writing by the City Manager, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement, or approved in writing by the City Manager prior to Contractor incurring such expenses, will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. Contractor shall submit to City a detailed invoice within 30 days after services have been performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Employment Offerings. The City understands the time and expense Contractor incurs to recruit and train employees and the City, therefore, agrees not to solicit, offer to hire, or hire, Contractor's employees (defined as anyone employed by Contractor during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of Contractor. The Parties agree that it would be difficult and impractical to calculate the damage sustained by Contractor and its operations as a result of violation of this paragraph. Therefore, should the City violate this paragraph, the City agrees to pay 20 percent of the employee's expected first year's gross earnings from the City or \$5,000.00, whichever is greater, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

Section 9. Business Offerings. The City fully understands the time and expense Contractor incurs to recruit and train personnel and the City, therefore, agrees not to assist or encourage any of Contractor's employees (as defined in section 8 above) to start up a business which would provide similar services to the City or to retain or hire any such businesses during the term of this Agreement or for a period of one (1) year thereafter.

Section 10. Responsible Principals.

(a) Contractor's responsible principal, Mark Glaser, shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager or Interim City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 11. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 12. Permits and Licenses. Contractor shall obtain and maintain during the Term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 13. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 14. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 15. Indemnification.

(a) Except for the gross negligence or willful misconduct of the City, Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs), injuries to property or persons (including without limitation, attorneys' fees and costs) arising out of the acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement.

(b) Except for the gross negligence or willful misconduct of the Contractor, City shall defend, indemnify, and hold harmless the Contractor, its officials, and every officer, employee and agent of Contractor (collectively "Contractor") from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs), injuries to property or persons (including without limitation, attorneys' fees and costs) arising out of the acts or omissions of City, its officials, officers, employees or agents in connection with the performance of this Agreement.

Section 16. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 17. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 18. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees,

agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 19. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have 10 days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 20. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 21. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: Lt. Andrew Harrod

With a copy to: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: City Attorney

If to Contractor: Contemporary Services Corporation
17101 Superior Street
Northridge, California 91325
Attn: Legal Department

Section 22. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 23. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 26. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 27. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 28. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 29. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

[Signatures begin next page]

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH



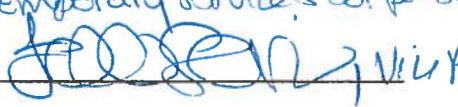

JOHN JALILI
Interim City Manager

ATTEST:

 12/4/13

LIZA TAMURA
City Clerk

CONTRACTOR:

Contemporary Services Corporation
By:  Vice Pres. Legal


APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES

General Scope of Services

As directed in advance and in writing by the Manhattan Beach Police Department ("MBPD"), Contractor shall perform all work necessary to enhance safety and security at City events, which may include but is not limited to: crowd control, traffic and parking control, perimeter security, entry inspection, surveillance, and preparation of reports.

Traffic Control

Traffic control involves directing vehicle and pedestrian traffic around special events. This will be the primary job duty for two large events, the Manhattan Beach 10K Run and the Holiday Fireworks show.

Crowd Control

Crowd control is the primary job duty at the Surf Festival and Hometown Fair. Both of these events have a large attendance over multiple days which require constant face-to-face interaction with attendees. A professional demeanor, training, and experience with crowds are required to ensure that rules and regulations are followed by attendees. Contractor's staff must act in a diplomatic manner as they are the liaison between the community & MBPD. Proper reporting is important to ensure that MBPD performs all enforcement activities.

Perimeter Security

Perimeter Security is necessary during the Surf Festival and Hometown Fair. Perimeter security occurs primarily during off-hours to ensure that no criminal activity occurs.

Event Director

During each event, Contractor will provide an Event Director to carry out provisions of this contract. The Event Director shall have full authority to act for the Contractor with regard to security related activities at the event and will take general instructions and direction from MBPD. Duties for the Event Director shall include:

1. Responsibility for the actions of all security personnel employed by Contractor including but not limited to, hiring, disciplinary actions and terminations.
2. Training and supervision of all its employees.
3. Attendance or attendance of his/her designee(s) at all event-related meetings.
4. Coordinate with the MBPD in handling criminal violations during the event.

Supervisor

During the event, Contractor will provide a sufficient number of supervisors to oversee and provide direction to personnel assigned to their respective areas. Supervisors are accountable for the job performance of individuals assigned to them.

Barricade Post Attendants

During each event, Contractor is responsible for overseeing barricade posts and ensuring that only authorized vehicles enter. The Contractor's supervisor will coordinate with the MBPD regarding the areas of the post locations to be assigned. Barricade post attendants must operate in a courteous manner, direct all inquiries appropriately, and ensure the safe and orderly flow of entering and exiting vehicles.

Court Appearances

Contractor's personnel shall work with and assist the proper local authorities and appear in court and other proceedings, as necessary. City shall pay the hourly rate for each of Contractor's personnel that attend such proceedings on behalf of or at the request of City, but only if such attendance is required in connection with an event and if such proceeding does not involve Contractor's liability.

Personnel Selection

Contractor shall be responsible for providing competent and trained personnel to assist the MBPD with realizing a safe and secure environment. Within Federal, State, and Municipal guidelines, Contractor shall provide personnel who meet the following criteria:

1. Skills

Each employee shall be able to read, write, and speak the English language and must be able to write legible and intelligible reports. Each employee shall be able to safely, properly, and legally operate necessary equipment and tools.

2. Other Qualifications

Each employee:

- a. Shall be at least eighteen (18) years of age.
- b. Shall be physically and mentally capable of performing Event Security Services.
- c. Shall have the ability to give and follow oral and written instructions in English.
- d. Shall have the ability to establish and maintain effective working relationships with the public and MBPD.
- e. Shall have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation.
- f. Shall be in possession of valid credentials and/or certificates required by the State of California for the performance of the designated duties.

- g. Shall have passed developed reference check and background check to perform required duties. Contractor shall certify that such checks have been performed.

Staffing Levels and Work Schedules

At least one week prior to the first day of an event for which services will be necessary, the City shall provide to Contractor a written job order that includes the number and classifications of personnel requested and the time periods for which they will be needed.

If the City does not provide such timely notice, Contractor shall make best efforts to provide the requested personnel for the event, but Contractor's inability to do so shall not be a breach of this Agreement. In order to provide the staffing level required by City, it may be necessary to schedule additional numbers of employees to insure complete coverage at the event. The City agrees to absorb the costs for up to 10 percent of any overstaffing for events. However, should the overstaffing be in excess of 10 percent, Contractor must obtain prior written approval from the City Manager, or his designee. If such written approval is not obtained, City shall not be required to compensate Contractor for overstaffing in excess of 10 percent.

Staffing levels and specific posts will be determined by City following consultation with Contractor. City shall have the final decision as to the number of Contractor's personnel to be used and the deployment (i.e., placement at the site). City agrees that for all requests for Contractor personnel: (i) at least one Supervisor shall be ordered where the personnel request is for less than 10 personnel; (ii) for any event where 10 or more personnel are requested, a minimum of one Supervisor for each set of 10 personnel shall be ordered. The Event Director and Supervisors shall not be assigned or included in the fixed post-position order.

In order for Contractor to be effective in delivery of services, Contractor must manage and supervise its employees. Therefore, Contractor shall be accountable for the direct supervision of its employees. City shall make all requests regarding deployment, positioning, post assignments and conduct through Contractor's Event Director. The Event Director will be accountable for the satisfaction of such requests to the extent that such requests are consistent with job site policies, this Agreement and local, state and federal laws.

Training

All of Contractor's employees shall meet any and all applicable training or licensing standards set forth by the State of California. Contractor shall provide training for all employees. Training shall be comprehensive and include information on, but not be limited to, patrol, surveillance, and traffic control techniques, crime prevention methods, incident reporting procedures, conflict avoidance, conflict resolution, and mitigation techniques and legal responsibilities, and liabilities associated with providing Event Security Services. Additionally, the Contractor shall provide instruction on the proper and acceptable use of security equipment (e.g. radios), basic report preparation, customer

service and public relations. However, the MBPD retains the right to review any employee training program.

Employee Replacement

Contractor shall have the right to release from employment any employee for cause. If at any time MBPD feels that any employee of the Contractor is not satisfactory, MBPD shall notify Contractor of the reasons for its dissatisfaction with such employee verbally and in writing. Contractor shall attempt to promptly correct the employee's conduct to the satisfaction of MBPD, or if the initial conduct was so egregious as to warrant dismissal, MBPD may demand that Contractor cease using said employee at the event. Contractor shall promptly comply with such request. MBPD agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regards to an employee's race, religion, national origin, age, gender sexual orientation, or disability. The MBPD retains the right to require the Contractor to replace any employee for, but not limited to, the following reasons, subject to the above requirements:

- 1) False information given on any employment application or given during any employment interview, or discovery of information that would otherwise disqualify the person from consideration; provided that MBPD shall have no right to review any Contractor's employee's personal information or employee files, nor shall it have any right to attend any employee's employment related interviews or disciplinary hearings.
- 2) Unlawful or improper conduct including, but not limited to, verbally or physically assaulting a member of the public, co-worker or any other individual, theft and misuse or attempted misuse of authority or equipment for personal benefit.
- 3) Conduct detrimental to the best interest of the MBPD or the general public.
- 4) Being under the influence, being in possession of or using alcohol, illegal or non-prescribed drugs while in the workplace or on duty.

Uniforms

Contract employees shall wear uniforms provided by Contemporary Services Corporation that includes visibly numbered shirts and/or jackets. The Contract supervisor uniform shirts shall visibly include the word "supervisor." Contractor shall provide a navy blue or khaki short pant, vendor to choose, to contract employees and shall be consistent in color and style. The MBPD retains the right to determine what is considered a proper, complete, and acceptable uniform. Contractor shall be responsible for making sure uniforms are complete, clean, in good repair and worn by all employees while on duty.

Equipment

Contractor shall provide all equipment necessary for the provision of designated Event Security Services including but not limited to uniforms, flashlights, flashlight batteries, and radios. Contractor shall not issue, directly or indirectly, to employees or to contract employees firearms, batons, pepper spray, handcuffs or other weapons, unless

specifically requested by MBPD in writing. Contractor, at his/her own expense, shall provide radio communications for zone personnel during the event.

Parking & Check-In Area

City shall supply Contractor with a suitable area for check-in and roll-call of personnel, and a work area at the command post. Contractor's personnel shall be provided parking at the event site, or off-site parking with a shuttle service to the event site, at no cost to Contractor or its personnel.

Event Reporting Times

Because Contractor requires time prior to each event for the briefing and distribution of employees at the event site, Contractor shall abide by the following reporting time requirements:

- a. Where the number of employees ordered is 10 or less, the reporting time shall be 15 minutes prior to the facility opening.
- b. Where the number of employees ordered is more than 10 but less than 51, the reporting time shall be 30 minutes prior to the facility opening.
- c. Where the number of employees ordered is 51 or more but less than 100, the reporting time shall be 45 minutes prior to the facility opening.
- d. Where the number of employees ordered is more than 100 but less than 201, the reporting time shall be one hour prior to the facility opening.
- e. Where the number of employees ordered is 201 or more, the reporting time shall be 1.5 hours prior to the facility opening.

Communication

Contractor shall provide the MBPD Event Coordinator with at least one Contractor radio for communication purposes. Contractor or his/her designee will act as a liaison with the MBPD Event Coordinator.

The MBPD retains the following rights:

- The right to set all hours of security operations and number of personnel assigned.
- The right to modify, alter, and/or delete instructions, procedures and requirements during the event.

Safety

Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City. Contractor shall be responsible for compliance with all applicable Federal, State, and local safety regulations including any confined space requirements.

Events (This is a tentative list of events – staffing requirements are subject to change and if necessary, will be amended in writing by City)

Grand Prix Bike Race (July)

Saturday 0500-1030, 2 supervisors, 14 staff
6,500 bicyclists and spectators

Surf Festival – Six-Man Volleyball (End of July)

Tuesday 1700-0500 hours, 1 supervisor, 6 staff
Wednesday 0700-2000, 8 supervisors, 44 staff
Thursday 0700-1800, 5 supervisors, 30 staff
Attendance 12,000 to 15,000 per day

Manhattan Beach 10K Run (first Saturday in October)

Saturday 0500-1030, 2 supervisors, 15 staff
5,000 runners and 2,000 to 3,000 spectators

Hometown Fair (first weekend in October)

Friday 2000-0600 hours, 1 supervisor, 2 staff
Saturday 1000-2000 hours, 1 supervisor, 6 staff
Saturday 2000-0600, 1 supervisor, 2 staff
Sunday 1000-2000 hours, 1 supervisor, 6 staff
Attendance 8,000 to 10,000 per day

Pumpkin Races (end of October)

Sunday 1200-1800 hours, 3 supervisors, 13 staff
Attendance 12,000

Holiday Fireworks (first Saturday in December)

Saturday 1500-0000, 6 supervisors, 51 staff
Attendance 50,000

EXHIBIT B

HOURLY RATES

Staff	\$20.75/hr (up to 8 hours)
Staff (overtime)	\$31.13/hr (over 8 hours in a day)
Staff (double time)	\$41.50/hr (over 12 hours in a day)
Supervisor	\$24.00/hr (up to 8 hours)
Supervisor (overtime)	\$36.00/hr (over 8 hours in a day)
Supervisor (double time)	\$48.00/hr (over 12 hours in a day)
Event Manager	\$32.75/hr (up to 8 hours)
Event Manager (overtime)	\$46.13/hr (over 8 hours in a day)
Event Manager (double time)	\$65.50/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 had worked four (4) hours.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND CONTEMPORARY
SERVICES CORPORATION

This First Amendment ("Amendment No. 1") 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 ~~25~~ 2017 ("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 ("Agreement").
- B. The Agreement has an initial term of four years, with two optional one-year extensions. The initial term will expire December 31, 2017.
- C. The Parties now desire to amend the Agreement to:
 - 1. Increase the yearly maximum compensation to \$125,000 to compensate Contractor for providing additional services, including staffing additional events—Manhattan Beach AVP Volleyball Tournament and Tour de Pier—that are not listed in the Events list contained in the Agreement's Scope of Services attached as Exhibit A to the Agreement; and
 - 2. Exercise the first one-year extension.

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

Section 1: Section 2 of the Agreement is hereby amended to extend the term of the Agreement by one year, and shall read as follows:

"Section 2. Term of Agreement. This Agreement shall commence on January 1, 2014, and shall terminate on December 31, 2018 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. Subsection (a) of Section 4 of the Amendment relating to compensation is hereby amended to read as follows:

"(a) 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 \$125,000 annually during the term of this Agreement."

Section 3. The Scope of Services attached as Exhibit A to the Agreement is amended to list the Manhattan Beach AVP Volleyball Tournament and Tour de Pier under the portion of Exhibit A titled, "Events." The City Manager is hereby authorized to modify the list of events in the Scope of Services, without the need to amend the Agreement. Any such change shall be in a writing signed by the City Manager.

Section 4. Exhibit B (Hourly Rates) to the Agreement is hereby replaced with the Exhibit B attached to this Amendment.


Section 5. Except as specifically amended by this Amendment No. 1, all other provisions of 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.

CITY OF MANHATTAN BEACH

Contemporary Services Corporation

By: 
Mark Danaj, City Manager

By: 
Its: Vice President - Legal 1.25.17

ATTEST:


Liza Tamura, City Clerk

By: _____

Its: _____

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

EXHIBIT B

HOURLY RATES

Staff	\$22.96/hr (up to 8 hours)
Staff (overtime)	\$34.44/hr (over 8 hours in a day)
Staff (double time)	\$45.92/hr (over 12 hours in a day)
Supervisor	\$25.70/hr (up to 8 hours)
Supervisor (overtime)	\$38.55/hr (over 8 hours in a day)
Supervisor (double time)	\$51.40/hr (over 12 hours in a day)
Event Manager	\$34.40/hr (up to 8 hours)
Event Manager (overtime)	\$51.60/hr (over 8 hours in a day)
Event Manager (double time)	\$68.80/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.

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