

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 (“Consultant”) (collectively, the “Parties”) is hereby entered into as of July 31, 2020 (“Effective Date”).

RECITALS

A. On May 15, 2020, the City and Consultant entered into an short-term, emergency agreement for professional services for the Consultant to provide unarmed security services, crowd control, and traffic control services (“Agreement”) to assist the Police Department in the enforcement of emergency public safety orders related to the coronavirus (e.g. social distancing);

B. The Parties now desire to amend the Agreement to extend the term of the agreement, increase the Maximum Compensation, and to include Exhibit C – Federal Emergency Management Agency (FEMA) Procurement Clauses.

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 revised to extend the term of the Agreement through September 15, 2020, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$60,000, for a new Maximum Compensation of \$109,500.

Section 3. The Exhibit entitled Federal Emergency Management Agency (FEMA) Procurement Clauses Under Contract Provisions for Non-Federal Entity Contracts Under Federal Award under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, attached hereto, is hereby attached and incorporated into the Agreement as Exhibit C.

Section 4. 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.

[SIGNATURE PAGE FOLLOWS]

Approved for use 2/15/20

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

Contemporary Services Corporation,  
a California corporation

DocuSigned by:  
By: Bruce Moe 7/31/2020  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
By: Edward S. Kim 7/30/2020  
Name: Edward S. Kim  
Title: Associate General Counsel

ATTEST:

DocuSigned by:  
By: Scott Leavitt 7/30/2020  
Name: Scott Leavitt  
Title: Vice President/General Counsel

DocuSigned by:  
By: Liza Tamura 7/31/2020  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: City Attorney, Quinn Barrow 7/30/2020  
Name: Quinn M. Barrow  
Title: City Attorney

## EXHIBIT C

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROCUREMENT CLAUSES

Federal Emergency Management Agency (FEMA) Procurement Clauses Under Contract Provisions for Non-Federal Entity Contracts Under Federal Award under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, the following clauses are applicable to the goods and/or services acquired by the City of Manhattan Beach.

Applicable to all Purchases below \$10,000:

- 1) Suspension and Debarment - Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.
- 2) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 3) Procurement of Recovered Materials –
  - (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a

timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price.

(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

4) Access to Records –

(a) The Contractor agrees to provide the City of Manhattan Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City of Manhattan Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5) Changes – Any change, modification, change order, or constructive change are allowable, to the contract by either party will be documented in writing and agreed to by both parties.

6) Department of Homeland Security (DHS) Seal, Logo, and Flags – Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7) Compliance with Federal Law, Regulations, and Executive Orders - This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

8) No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9) Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative

Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Additional Clause for Purchases over \$10,000:

- 1) Termination - The performance of work under this contract may be terminated in whole or from time to time in part by the City of Manhattan Beach representative.

Additional Clause for Contracts over \$250,000

Section 5. 1) Remedies - **DEFAULT**: Buyer, may by written notice to Seller, cancel for default this contract, in whole or from time to time in part, (1) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (2) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of the contract in accordance with its terms; or (3) if the Seller becomes insolvent or commits an act of bankruptcy. If this contract is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller that amount by which the costs of fabricating or procuring the Articles cancelled from another source exceed the prices specified herein, and Buyer may set off any such charge against any amount which may become payable to Seller under the contract or otherwise. Upon such cancellation Seller will deliver to Buyer any of the Articles, parts or material, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel the contract for delay in delivery, Seller shall not be liable to Buyer for any damages therefor if Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions causing delay or, if Seller's delay is caused by the default of a subcontractor or supplier, if such default arises out of cause beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

Contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



### CONTACT APPROVAL ROUTING SLIP

Department: Police City Staff: Julie Dahlgren

**Vendor/Company Information:**

Agreement with: Contemporary Services Corporation (CSC)

Name of Signer: Edward Kim Email: ekim@csc-usa.com

**Agreement Details:**

Dollar Amount: 60,000

City Council Agenda Date: 9/15/2020 Staff Report No: 20-0212

Agreement Start Date: May 15, 2020 Agreement End Date: September 15, 2020

Have Services Started:  Yes  No If Yes, Date When Services Began: May 15, 2020

Agreement Type:  Original  Amendment  Renewal  Change Order

Grant  Other \_\_\_\_\_

Bidding Process:  RFI  RFP  Bids (Public)  Renewal (Amendments Only)

Agreement Description: This is an Amendment to the 5/15/2020 emergency short-term Agreement that the City entered into to aid the Police Department in enforcement of social distancing and mask wearing orders. This Amendment extends the term of the agreement, adds additional funds, and incorporates the FEMA procurement language requested

by Finance. This Amendment will be "ratified" by Council on or before 9/15/2020 and will be on the same staff report as the long-term agreement we did a formal bid process for (RFP 1240-20).

**Required Documents (Documents shall be submitted with the signed agreement when required):**

Insurance Required  Yes  No

Bonds Required  Yes  No

Verification of Corporate Entity  Yes  No Verification of Authority to Sign  Yes

Business License Required  Yes  No Business License No: \_\_\_\_\_

Notary for Management Services Signature Authority:

Yes  No  City Manager  City Attorney  City Clerk

Insurance Waiver/Modification Request:  Yes  No

Sole Source Agreement (Must Provide Attachment)

Sole source agreements must include a written justification. Reasons to sole source include there is only one existing source for the service/supply, the unique nature of the service/supply, the relationship of the parties, and the exigency for providing the service/supply.

**Legal and Risk Review**

ML City Clerk's Office \_\_\_\_\_ Risk Manager