

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND ALL CITY
MANAGEMENT SERVICES, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and All City Management Services, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of November 17, 2020 ("Effective Date").

RECITALS

A. On August 7, 2017, the City and Consultant entered into an agreement for professional services for the Consultant to provide crossing guard services ("Agreement");

B. The Parties now desire to amend the Agreement to extend the term by two years and document the increase to the Maximum Compensation.

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 August 7, 2022, 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 \$600,000 for a new Maximum Compensation of \$ 1,418,175 to cover two additional years of service and anticipated increases to minimum wage.

Section 3. Exhibit B (Fee Schedule) of the Agreement is hereby replaced by the Fee Schedule attached to this Amendment increasing the hourly rates, in line with anticipated minimum wage increases.

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]

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

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

All City Management Services, Inc.,
a California Corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Derrick Abell
Title: Chief of Police

EXHIBIT B
FEE SCHEDULE

Hourly Rate:

August 1, 2017 – December 31, 2017	\$16.78
January 1, 2018 – December 31, 2018	\$17.43
January 1, 2019 – December 31, 2019	\$18.72
January 1, 2020 – December 31, 2020	\$20.01
January 1, 2021 – December 31, 2021	\$21.20*
January 1, 2022 – August 7, 2022	\$22.59*

* These hourly rates include increases due to anticipated Minimum Wage increases, plus 28.5% vendor incurred wage-connected costs (employee payroll taxes, workers compensation, California sick time). Should the anticipated minimum wage costs not take effect, the hourly rates will not go up.

Contractor shall notify City of any increase in writing thirty days prior to the rate change. No increase in pricing shall take effect without written consent by City.