### CITY OF SIGNAL HILL

### SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONTRACT SERVICES

### 1. PARTIES AND DATE.

This Second Amendment to the Agreement for Professional Crossing Guard Services ("Second Amendment") is entered into on the 1<sup>st</sup> day of February, 2024, by and between the City of Signal Hill and City of Signal Hill Police Department, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and All City Management Services, Inc., a California Corporation, with its principal place of business at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670 ("Consultant"). City and "Contractor" are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

2.1 <u>Agreement</u>. The Parties entered into that certain Agreement for Professional Crossing Guard Services dated April 27, 2021 ("Agreement").

2.2 <u>First Amendment</u>. The Parties entered into that certain First Amendment to Agreement for Professional Crossing Guard Services dated February 22, 2022 in order to increase the total amount of compensation under the Agreement and clarify the rates of compensation under the Agreement.

2.3 <u>Second Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement.

### 3. TERMS.

3.1 <u>Term.</u> Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from February 1, 2021, to February 1, 2025 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to automatically renew this Agreement for no more than one additional one-year term. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines." 3.2 <u>Compensation</u>. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Five Hundred Seventy-Nine Thousand Two Hundred Dollars and Seventy Two Cents (\$579,200.72) without written approval of the of the City Council or City Manager as applicable."

3.3 <u>Rates of Compensation</u>. Exhibit "C" of the Agreement is hereby amended in its entirety in the form of Attachment "1" to this Second Amendment, attached hereto and incorporated herein by reference.

3.4 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

#### **CITY OF SIGNAL HILL**

## All CITY MANAGEMENT SERVICES, INC.

By:

Baron Farwell

General Manager

Carlo Tomaino City Manager

ATTEST:

By:

Demetra Farwell Corporate Security/ Director of Administrative Services

Daritza Gonzalez City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson City Attorney

### ATTACHMENT "1" TO SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONTRACT SERVICES

## EXHIBIT "C" COMPENSATION

The City will compensate Consultant for the Services at the rates set forth below, based on the approximate total of 5,592 project hours annually for crossing guards at all locations.

# Program Year 1

February 1, 2021- January 31, 2022

\$24.99 per hour, per guard for an annual total not to exceed \$139,744.08

# Program Year 2

February 1, 2022- June 30, 2022

\$24.99 per hour, per guard for a 5-month total not to exceed \$58,226.70

July 1, 2022- January 31, 2023

\$26.39 per hour, per guard for a 7 month total not to exceed \$86,084.18

(Program Year 2 annual total not to exceed \$144,310.88)

### Program Year 3 February 1, 2023- January 31, 2024

\$26.39 per hour, per guard for an annual total not to exceed \$147,572.88

# Program Year 4 February 1, 2024- January 31, 2025

\$26.39 per hour, per guard for an annual total not to exceed \$147,572.88

# Total Contract not to exceed \$579,200.72 over term of Agreement.