

CITY OF SIGNAL HILL
THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONTRACT SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for Professional Crossing Guard Services ("Third Amendment") is entered into on the 12th day of November, 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 Agreement. The Parties entered into that certain Agreement for Professional Crossing Guard Services dated April 27, 2021, expiring on February 1, 2024 and including a total compensation not-to-exceed \$375,132 over the term of the Agreement ("Agreement").

2.2 First Amendment. 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 not-to-exceed \$431,627.84 and clarify the rates of compensation under the Agreement.

2.3 Second Amendment. The Parties entered into that certain Second Amendment to Agreement for Professional Crossing Guard Services dated February 1, 2024 in order to extend the term of the Agreement to expire on February 1, 2025, modify the rates of compensation and increase the total amount of compensation under the Agreement not-to-exceed \$579,200.72.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on June 30, 2025, modify the rates of compensation and increase the total amount of compensation under the Agreement not-to-exceed \$665,685.06.

3. TERMS.

3.1 Term. 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 June 30, 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 Compensation. 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 Six Hundred Sixty Five Thousand Six Hundred Eighty Six Dollars (\$665,685.06) without written approval of the of the City Council or City Manager as applicable.”

3.3 Rates of Compensation. Exhibit “C” of the Agreement is hereby amended in its entirety in the form of Attachment “1” to this Third Amendment, attached hereto and incorporated herein by reference.

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

CITY OF SIGNAL HILL

ALL CITY MANAGEMENT SERVICES, INC.

Carlo Tomaino
City Manager

By: _____
Baron Farwell
General Manager

ATTEST:

Daritza Gonzalez
City Clerk

By: _____
Demetra Farwell
Corporate Security/
Director of Administrative Services

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney

**ATTACHMENT "1" TO THIRD 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- June 30, 2024

\$26.39 per hour, per guard for a 5 month total not to exceed \$61,488.70

July 1, 2024- January 31, 2025

\$30.86 per hour, per guard for a 7 month total not to exceed \$100,665.32

(Program Year 4 annual total not to exceed \$162,153.42)

Program Year 5

February 1, 2025- June 30, 2025

\$30.86 per hour, per guard for a 5 month total not to exceed \$71,903.80

Total Compensation not to exceed \$665,685.06 over term of Agreement.