

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 1st 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 ("City") and RCS Investigations & Consulting, LLC, a California Limited Liability Corporation, ("Contractor"). 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 Contract Services dated February 4, 2014 ("Agreement").

2.2 First Amendment. The Parties entered into that certain First Amendment to Agreement for Contract Services dated March 12, 2019 in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement.

2.3 Second Amendment. 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 Term. Section 3.5 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from February 4, 2014 to June 30, 2024 unless earlier terminated in accordance with Article 8 herein."

3.2 Contract Sum. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"Contractor 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 paid to Contractor shall not exceed Fifty Thousand Dollars (\$50,000.00) per year (the "Contract Sum"), without written approval of the of the City Council or City Manager as applicable."

3.3 Schedule of Compensation. 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 Remaining Provisions of Agreement. 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

RCS Investigations & Consulting, LLC.

Carlo Tomaino
City Manager

By: _____
Name:
Title:

ATTEST:

Daritza Gonzalez
City Clerk

By: _____
Name:
Title:

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney

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

**EXHIBIT "C"
SCHEDULE OF COMPENSATION**

I. Contractor shall perform tasks at the following rates:

- A. Investigation services \$120.00 per hour
- B. Transcripts \$40.00 per hour
- C. Background Investigations \$1,850.00 per POST background
\$1,750.00 per Non-Sworn background

II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$50,000 per year, as provided in Section 2.1 of this Agreement.