

Exhibit No. 1

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the City of Carson, a California municipal corporation (“City”) and All City Management Services, Inc., a California corporation (“Consultant”), is effective as of June 30, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated August 4, 2020 (“Agreement”) whereby Consultant agreed to provide crossing guard services (“Services”) through June 30, 2023 for a total Contract Sum of \$1,137,154.00.

B. City and Consultant desire to continue the Services for another year.

C. Therefore, City and Consultant now desire to amend the Agreement to extend the term through June 30, 2024 and increase compensation by \$453,974.00 for a total Contract Sum of \$1,591,128.40.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in *bold italics* and deleted text in ~~strikethrough~~).

A. Section 2.1, Contract Sum, of the Agreement is amended to read:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Million, One Hundred Thirty Seven Thousand, One Hundred Fifty Four Dollars and No Cents (\$1,137,154.00)~~ *One Million Five Hundred Ninety One Thousand One Hundred Twenty Eight Dollars and Forty Cents (\$1,591,128.40)* (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ”

B. Section 3.4, Term, of the Agreement is amended to read:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, ~~2023~~ *2024*, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

C. Section I of Exhibit “C”, Schedule of Compensation, of the Agreement is amended to read:

"I. Consultant shall perform the Services in Exhibit A, Section I for the period of July 1, 2020 through June 30, ~~2023~~ **2024**, at the following rates:

FY 2020-21

| Position | # of Crossing Guards/Field Supervisors | Rate | Hours per School Day | School Days | Sub-Budget |
|---------------------------|--|---------|----------------------|-------------|------------|
| Permanent Crossing Guards | 22 | \$22.59 | 4 Hours | 180* | N/A |
| Relief Crossing Guards | 5 | \$22.59 | 4 Hours | 180* | N/A |
| Field Supervisor | 1 | \$22.59 | 5 Hours | 180* | N/A |

*COVID-19 pandemic drastically impacted the 2019-2020 academic school year and has delayed the start of in-person class instruction for the 2020-2021 academic school year. The initial year, July 1, 2020 through June 30, 2021, of the Agreement may have a reduction or an increase in the number of school days due to the loss of in-person class instruction time during the 2019-2020 and 2020-2021 academic school years. The number of school days is subject to change based on State of California and L.A. County health order guidelines regarding COVID-19.

FY 2021-22

| Position | # of Crossing Guards/Field Supervisors | Rate | Hours per School Day | School Days | Sub-Budget |
|---------------------------|--|---------|----------------------|-------------|------------|
| Permanent Crossing Guards | 22 | \$24.19 | 4 Hours | 180 | N/A |
| Relief Crossing Guards | 5 | \$24.19 | 4 Hours | 180 | N/A |
| Field Supervisor | 1 | \$24.19 | 5 Hours | 180 | N/A |

FY 2022-23

| Position | # of Crossing Guards/Field Supervisors | Rate | Hours per School Day | School Days | Sub-Budget |
|---------------------------|--|---------|----------------------|-------------|------------|
| Permanent Crossing Guards | 22 | \$24.85 | 4 Hours | 180 | N/A |
| Relief Crossing Guards | 5 | \$24.85 | 4 Hours | 180 | N/A |
| Field Supervisor | 1 | \$24.85 | 5 Hours | 180 | N/A |

FY 2023-24

| <i>Position</i> | <i># of Crossing Guards/Field Supervisors</i> | <i>Rate</i> | <i>Hours per School Day</i> | <i>School Days</i> | <i>Sub-Budget</i> |
|----------------------------------|---|----------------|-----------------------------|--------------------|-------------------|
| <i>Permanent Crossing Guards</i> | <i>22</i> | <i>\$28.66</i> | <i>4 Hours</i> | <i>180</i> | <i>N/A</i> |
| <i>Relief Crossing Guards</i> | <i>5</i> | <i>\$28.66</i> | <i>4 Hours</i> | <i>180</i> | <i>N/A</i> |
| <i>Field Supervisor</i> | <i>1</i> | <i>\$28.66</i> | <i>5 Hours</i> | <i>180</i> | <i>N/A</i> |

A. Relief Staffing Services shall be provided on an as -needed basis. For any Relief Staffing Services provided, Consultant will bill the City a minimum of two (2) hours per actual location staffed.”

D. Section V. of Exhibit “C”, Schedule of Compensation, of the Agreement is amended to read:

“V. The total compensation for the Services shall not exceed ~~\$1,137,154.00~~ **\$1,591,128.40** as provided in Section 2.1 of this Agreement.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the dates set forth below, with express intent that this Amendment No. 1 shall be effective as of June 30, 2023.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

ALL CITY MANAGEMENT SERVICES, INC., a California corporation

By: _____

Name:

Title: President

By: _____

Name:

Title: Secretary

Date: _____

Address: 10440 Pioneer Blvd, Suite 5
Santa Fe Springs, CA 90670

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|---|
| <input type="checkbox"/> INDIVIDUAL | _____ |
| <input type="checkbox"/> CORPORATE OFFICER | _____ |
| _____ | _____ |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> TRUSTEE(S) | NUMBER OF PAGES |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | _____ |
| <input type="checkbox"/> OTHER _____ | _____ |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) | DATE OF DOCUMENT |
| _____ | _____ |
| _____ | SIGNER(S) OTHER THAN NAMED ABOVE |

