

**AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE
CITY OF MANTECA AND INNER CITY ACTION INC.**

This Amendment No. 2 (“Amendment”) to Agreement #2021-64 (“Agreement”) between the City of Manteca and Inner City Action Inc., is made and entered into this ____ day of September, 2021, by and between Inner City Action Inc. a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On June 2, 2021, the City of Manteca approved an Agreement with Consultant to provide professional services for the operation of a Homeless Emergency Center.

B. City now desires to amend the Agreement in order to expand the scope and term and increase the dollar amount of services to be undertaken by the Consultant.

C. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. City desires to engage Consultant for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Statement of Work. Attachment 1 to the Agreement is hereby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, “Statement of Work and Activities #2”.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:
“3. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than October 31, 2021.
3. Paragraph 4 of the Agreement is hereby amended to read as follows:
“4. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 2 services shall in no event exceed \$43,700 DOLLAR without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 and No. 2 exceed \$204,500 DOLLAR without additional authorization

from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

4. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

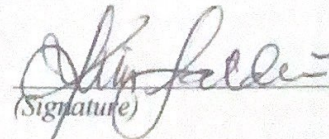
CONSULTANT:

M. G. Harden,
Interim City Manager

Inner City Action Inc.
(Type name of Consultant/form of organization)*

ATTEST:

By:


(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Kim Saldana, Treasurer
(Type name and title)

COUNTERSIGNED:

By:

(Signature)

Jared Hansen,
Acting Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Aaron Slater,
Director of Employee Services & Engagement

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse,
City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #2

Goal: One-month pilot program providing assistance with downtown clean up, beautification, and homeless outreach.

Location: Downtown Manteca (see map below)

Staffing:

- 1 Supervisor
- 1 – 2 Staff/volunteers
- Staff shall be provided program specific shirts which must be worn by program staff during work/volunteer hours. Shirts shall be obvious and visible to ensure program staff are easily identifiable.

Time of Performance:

- Maximum of 6 hours/day
- Tuesday - Saturday

Services:

- Clean up of the downtown area to include, but not limited to:
 - Sidewalks
 - Parks
 - Bike path
 - Alley
- Homeless outreach
- Business support, as it relates to downtown clean up and homeless issues
- Landscaping, to include, but not limited to:
 - Planting
 - Weeding
 - Landscape maintenance
- Graffiti abatement

