

EXHIBIT NO. 1

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and ALLTECH INDUSTRIES, INC., a California corporation (“Consultant”), is effective as of the 13th day of October, 2023 (“Effective Date”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated October 12, 2020 (“Agreement”), whereby Consultant agreed to provide unarmed security services by properly trained security personnel at City Hall, the Juanita Millender-McDonald Community Center, the City Yard and other City facilities.

B. The Agreement provided for a contract sum of \$1,086,638.00 and a three-year term, commencing October 12, 2020, and expiring October 11, 2023. The Agreement also includes two additional one-year extension periods, at City’s sole option.

C. Due to an increased need for more physical security at City Hall and the Juanita Millender McDonald Community Center, on July 5, 2022, City and Contractor amended the Agreement (“Amendment No. 1”) to add two security officers to provide security guard services, working a total of 80 additional weekly hours commencing on July 11, 2022 and continuing until expiration of the Agreement on October 11, 2023, in consideration for a \$132,347.00 increase to the contract sum, thereby increasing the total contract sum from \$1,086,638.00 to \$1,218,985.00.

D. On July 18, 2023, City and Consultant amended the Agreement (“Amendment No. 2”) to extend the term by one year for an additional \$557,132.00 consistent with the amount established in Amendment No. 1 for such one-year period, thereby increasing the not-to-exceed contract sum to \$1,776,117.00.

E. City has recently experienced increased crime and therefore is in need of immediately increased security measures to improve the safety and security of City facilities and City staff members at various City parks and the Corporate Yard. In connection therewith and pursuant to Section 2611(d) of the City’s Municipal Code, City has initiated procurement of additional security guard services from Consultant under City’s emergency procedures, and now City and Consultant seek to enter into this Amendment No. 3 to formally memorialize and set forth the terms and conditions of Consultant’s provision of such additional security services.

F. City and Consultant now desire to again amend the Agreement effective retroactive to the Effective Date to expand the scope of services by adding additional security personnel at the Corporate Yard and the twelve (12) parks located in the City, and increase compensation by \$678,384.00, thereby increasing the total contract sum from \$1,776,117.00 to \$2,454,501.00.

TERMS

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

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

“2.1 Contract Sum.

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 Seven Hundred Seventy Six Thousand One Hundred Seventeen Dollars (\$1,776,117.00)~~ ***Two Million Four Hundred Fifty Four Thousand Five Hundred One Dollars and Zero Cents (\$2,454,501.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section 4.3 (Contract Officer) of the Agreement is hereby amended to read in its entirety as follows:

“4.3 Contract Officer.

The Contract Officer shall be ***Nora A. Garcia, MPA, Emergency Services Manager*** ~~David Roberts, Assistant City Manager~~, or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.”

C. Subsection B of Section I (Scope of Work) of the Agreement is hereby amended to read in its entirety as follows:

“As of the effective date of this Agreement, City’s needs are as follows**:

A total of twelve (12) Security Officers, including one Supervising Officer meeting the requirements of subsection (H) of this Section I, with working schedules and hours as follows:

Nine (9) of the Security Officers, including the Supervising Officer, shall work 40 hours each per week (maximum of 2,080 hours per Security Officer per year). These Security Officers shall provide weekday (Monday through Friday) security services at City Hall, the Community Center, and the new Corporate Yard.

The remaining three Security Officers shall work 16 hours each per week (maximum of 832 hours per Security Officer per year). These Security Officers

shall provide weekend (Saturday & Sunday) security services at the new Corporate Yard.

Commencing October 13, 2023, twelve (12) additional Security Officers (one at each park) shall work 70 hours each week, 7 days a week from 8:30pm to 6:30am, at the City parks.

Commencing October 16, 2023, one (1) Security Officer shall work 50 hours each week, Monday through Thursday from 5:30am to 6:00pm, at the Corporate Yard.

The Security Officers shall serve at the following posts:

Location	No. of Security Officer(s)
City Hall Property	3 (including Supervising Officer)
Community Center	3
Corporate Yard (new)	7 6
12 City Parks	12 officers (1 per park)

Unless otherwise specified, all hours shall be worked in eight (8) hour shifts. Hours of work shall be assigned as follows:

CITY HALL PROPERTY – **one (1)** Supervising Officer Monday – Friday 6:00a.m. – 2:00p.m., and **two (2)** Security Officers, Monday – Friday, 2:00p.m. – 10:00p.m.

COMMUNITY CENTER – **two (2)** Security Officers Friday – Tuesday 6:00a.m. – 2:00p.m., and **one (1)** Security Officer, Friday – Tuesday, 2:00p.m. – 10:00p.m.

NEW CORPORATE YARD PROPERTY – one **(1)** Security Officer Monday-Friday 6:00am-2:00pm, one **(1)** Security Officer Monday-Friday 2:00pm to 10:00pm, one **(1)** Security Officer Monday-Friday 10:00pm – 6:00am. One **(1)** Security Officer Saturday–Sunday 6:00am – 2:00pm, one **(1)** Security Officer Saturday-Sunday 2:00pm – 10:00pm, and one **(1)** Security Officer Saturday-Sunday 10:00pm-6:00am, **one (1) Security Officer Monday-Thursday 5:30am-6:00pm.**

12 CITY PARKS – **one (1) Security Officer at each park Monday-Sunday 8:30pm-6:30am.**

**Note: the schedule and assignments set forth in this subsection (B) reflect and utilize the maximum service levels allowable under Exhibit “C” (unless Additional Services are approved per Section 1.8), but the schedule and assignments can be modified by the Contract Officer pursuant to subsection (C) of this Section I.”

D. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "C."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2 and 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, Amendment No. 1 and Amendment No. 2. 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, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2023

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl; alh]

CONTRACTOR:

ALLTECH INDUSTRIES, INC., a California corporation

By: _____

Name: Hilda Perez

Title: President & CFO/Asst. Treasurer

Date: _____, 2023

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	

	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Period (Contract Year)	Hourly Rate (applies to all Security Officers, including Field Supervisor)	Maximum Number of Hours (total)	Annual Maximum Amount (rounded to nearest dollar)
A. <u>Year 1:</u> October 12, 2020 through October 11, 2021	\$19.81	17,056	\$337,879
B. <u>Year 2:</u> October 12, 2021 through October 11, 2022	\$21.26	17,056	\$362,611
Additional 2 Security Officers beginning: July 11, 2022 through October 11, 2022	\$24.84	1,168	\$29,013
C. <u>Year 3:</u> October 12, 2022 through October 11, 2023	\$22.64	17,056	\$386,148
Additional 2 Security Officers beginning: October 12, 2022 through October 11, 2023	\$24.84	4,160	\$103,334
D. <u>Year 4:</u> (at City’s sole option): October 12, 2023 through October 11, 2024	\$26.26	21,216	\$557,132
<i>Additional 12 Security Officers beginning: October 13, 2023 through March 31, 2024 (parks)</i>	<i>\$29.36</i>	<i>20,520</i>	<i>\$602,467</i>
<i>Additional 1 Security Officer beginning: October 16, 2023</i>			

<i>through October 11, 2024 (year)</i>	\$29.36	2,586	\$75,917
E. <u>Year 5:</u> (at City’s sole option): October 12, 2024 through October 11, 2025	\$26.98	21,216	\$572,408

II. The Annual Maximum Amounts specified in Section I of this Exhibit “C” (except with respect to rounding to the nearest dollar) shall constitute not-to-exceed annual compensation limits for the respective contract years of this Agreement, unless Additional Services are approved per Section 1.8.

I. The City will compensate Consultant 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.

II. The total compensation for the Services shall not exceed ~~\$1,776,117.00~~ \$2,454,501.00 as provided in Section 2.1 of this Agreement.