

EXHIBIT NO. 2

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 WEST COAST FIRE & INTEGRATION, INC., a California corporation (“Consultant”) is effective as of the ____ day of _____, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated May 27, 2022 (“Agreement”) whereby Consultant agreed to provide fire and security systems monitoring and maintenance Services for 5 years, commencing July 1, 2022 and expiring on June 30, 2027, for a total Contract Sum of \$328,820.56.

B. Additional services are required to include: connecting all existing relays to new HVAC units for shutdown at City Hall, conducting troubleshooting at City Hall for various issues, providing a replacement SIGA-270 pull station at the Community Center, and providing a new wireless communicator by changing the cell carrier from Verizon to AT&T at Stevenson Park Community Center (collectively, “Additional Services”), all of which are needed to be completed for fire and safety purposes.

C. City and Consultant now desire to amend the Agreement to add the Additional Services and increase compensation by \$32,225 to cover the cost of the Additional Services for a total Contract Sum of \$361,045.56.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. **Section 2.1, Contract Sum, 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 *Three Hundred Sixty One Thousand Forty Five Dollars and Fifty Six Cents (\$361,045.56)* ~~Three Hundred Twenty Eight Thousand Eight Hundred Twenty Dollars and Fifty Six Cents (\$328,820.56)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. **Sections I. N–Q. are hereby added to Exhibit “A,” Scope of Services, to read in their entirety, as follows:**

- “N. Carson City Hall: Connect all existing relays to new HVAC units for shutdown; assist est contractor to program all relays to shut HVAC units down upon smoke detector or waterflow activation; create as-built drawings to indicate new locations of HVAC units and relays; pretest and perform final inspection for City acceptance (“City Hall HVAC Connection”).
- O. Carson City Hall: Troubleshoot the Remote Mic (Trouble and Security); troubleshoot the Ground Fault; troubleshoot the Auxiliary Port Trouble; work alongside 1 EST programmer and 2 Techs for 4 hours each (“City Hall Troubleshooting”).
- P. Community Center: Provide a replacement SIGA-270 pull station; remove the existing deficient pull station and replace it with a new SIGA-270 pull station; troubleshoot the Speaker Circuit 1 Ground Fault; work alongside 1 EST programmer and 2 Techs for 4 hours each (“Community Center Pull Station Replacement”).
- Q. Stevenson Park Community Center: Provide a new wireless Dual Comn. LA communicator by changing the cell carrier from Verizon to AT&T; confirm signals from the new dialer; connect to central station and confirm signals; work alongside 1 Tech for 4 hours (“Stevenson Park Community Center Wireless Replacement”).

C. Section I. of Exhibit “C,” Schedule of Compensation, is hereby amended to read in its entirety, as follows:

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

	ANNUAL RATE	TIME	SUB-BUDGET
Task 1 - Fire Alarm & Suppression System Monitoring	\$5,400	5 Years	\$27,000
Task 1 - Fire Alarm & Suppression System Inspections/Testing/Maintenance	\$14,100	5 Years	\$70,500
Task 2 -Fire Sprinkler System (Wet/Dry Valve including commercial hoods) Inspections/Testing/Maintenance	\$12,124	5 Years	\$60,620
Task 2 - Fire Extinguishers Inspections/Testing/Maintenance	\$7,245	5 Years	\$36,225
Task 3 – Access Control Systems Maintenance	\$5,760	1 Year	\$5,760
Task 4 – CCTV Systems Maintenance & Monitoring	\$28,800	1 Year	\$28,800

Task 5 – Intrusion System Maintenance & Monitoring	\$14,100	1 Year	\$14,100
Troubleshooting (Exh. A, §I.G)	\$2,600	One-Time	\$2,600
Monitoring Conversion using Cellular Dialers (Exh. A, §I.H)	\$24,990	One-Time	\$24,990
On-Call Repair Services (Exh. A, §I.J)	Per Exh. C, §7	5 Years	Year 1: \$4,000 for non-emergency services, \$4,800 for emergency services; hourly rates thereafter increasing by 5% annually (5-Year Total = \$48,625.56)
Completion of Installation of Intrusion Systems at Veterans & Stevenson Parks	\$4,800 per system*	One-Time	\$9,600*
<i>City Hall HVAC Connection</i>	<i>\$26,000</i>	<i>One-Time</i>	<i>\$26,000¹</i>
<i>City Hall Troubleshooting</i>	<i>\$2,615</i>	<i>One-Time</i>	<i>\$2,615²</i>
<i>Community Center Pull Station Replacement</i>	<i>\$2,615</i>	<i>One-Time</i>	<i>\$2,615³</i>
<i>Stevenson Park Community Center Wireless Replacement</i>	<i>\$995</i>	<i>One-Time</i>	<i>\$995⁴</i>

1:

LABOR - INSTALL & TESTING \$12500.00
DESIGN & PRODUCTION OF PLANS (PERTAINING TO HVAC UNITS) \$7500.00
MATERIALS- (WIRE, BOXES, CONNECTORS & SUPPORTS) \$2500.00
PROGRAMMING- (EST) FIRE ALARM PANEL \$3500.00

2:

\$1,495 Programmer
\$1,120 Labor
\$2,615 Total

3:

\$1,495	Programmer and Material
\$1,120	Labor
\$2,615	Total

4:

\$395	Material	1	DUALCOMN-LA
\$600	Labor		
\$995	Total		

D. Section VI. of Exhibit “C,” Schedule of Compensation, is hereby amended to read in its entirety, as follows:

“VI. The total compensation for the Services shall not exceed \$361,045.56~~\$328,820.56~~ as provided in Section 2.1 of this Agreement.”

E. Sections I. I-L. are hereby added to Exhibit “D,” Schedule of Performance, to read in their entirety, as follows:

“I. City Hall HVAC Connection – to be completed within forty-five (45) days after Notice to Proceed.

J. Carson City Hall Troubleshooting – one (1) time visit to troubleshoot at the direction of the City’s Contract Officer (if techs find a deficiency, then parties will need a return trip which will require another proposal to provide the part and labor); two (2) techs onsite for four (4) hours each; as soon as it has been approved, parties can schedule within a few days.

K. Community Center Pull Station Replacement – one (1) time visit at the direction of the City’s Contract Officer; two (2) techs onsite for four (4) hours each; as soon as it has been approved, parties can order the parts and install within a few days.

L. Stevenson Park Community Center Wireless Replacement – one (1) time visit at the direction of the City’s Contract Officer; tech onsite for four (4) hours; as soon as it has been approved, parties can order the parts and install within a few days.”

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 to the Agreement.

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 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.

6. **Counterparts.** This Amendment No. 1 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. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

WEST COAST FIRE & INTEGRATION, INC., a California corporation

By: _____
Name: Dan Scherneck
Title: Chief Executive Officer

By: _____
Name: Dan Scherneck
Title: Chief Financial Officer

Address: 22405 East La Palma Ave.
Yorba Linda, CA 92887

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 ORANGE

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

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 ORANGE

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