

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("First Amendment") by and between the **CITY OF CARSON** ("City") and **WORLD PRIVATE SECURITY, INC.**, a California Corporation ("Contractor") is effective as of the 19th day of July 2016.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated March 4, 2015 ("Agreement") whereby Contractor agreed to provide Crossing Guard Services at certain intersections in the City of Carson.

B. City and Contractor now desire to amend the Agreement to add nine additional crossing guards and four additional crossing guard locations to the Scope of Services in Exhibit "A" of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 1.4 is hereby added as follows:

1.4 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order Relief Crossing Guard work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from the work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

Section 2.1 Contract Sum is amended as follows:

For the services rendered pursuant to this Agreement, Contractor shall be compensated in

accordance with the Schedule of Compensation attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Three Hundred and Eighty Seven Thousand Dollars (\$387,000.00)~~Four Hundred Forty-Three Thousand One Hundred Sixty Dollars and Zero Cents \$443,160.00 for FY 2016/17 and FY 2017/18.

Exhibit "A"

Exhibit "A" of the Agreement, Scope of Services, is hereby amended per Exhibit "A" attached hereto.

Exhibit "C"

Exhibit "C" of the Agreement, Schedule of Compensation, is hereby amended per Exhibit "C" attached hereto.

Exhibit "D"

Exhibit "D" of the Agreement, Schedule of Performance, is hereby replaced with Exhibit "D" attached hereto.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor represents and warrants to City that, as of the date of this Amendment, 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 Contractor that, as of the date of this Amendment, Contractor 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.

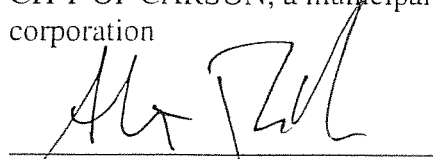
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

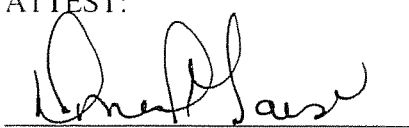
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

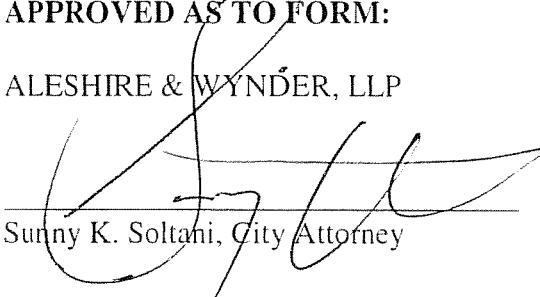

Albert Robles, Mayor

ATTEST:

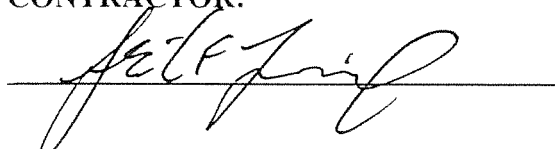

Donesia Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney

CONTRACTOR:


By: FARID YOUSSEF C.E.O.

Name:

Title:

By: Jeannette Youssef, C.F.O.

Name:

Title:

Address: 16921 Parthenia street
suite # 201
Northridge- CA 91343

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.

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will perform the following services to develop, implement and maintain a crossing guard services program:

TASK 1. Contractor shall provide 19 crossing guards for crossing guard services at locations and times determined by the Contract Officer. Contractor shall provide Permanent Crossing Guards and Relief Crossing Guards. Permanent Crossing Guard Services means crossing guard services provided by Contractor under the Agreement. Relief Crossing Guard Services means crossing guard services provided on a relief basis, pursuant to Section 1.4 of the Agreement, to cover City employee crossing guards who are temporarily off work due to illness or vacation. City reserves the right, in its sole and absolute discretion, to change the locations of Contractor's crossing guards. As of the execution of this Agreement, crossing guard locations are established as follows:

189th / Towne	228th / Catskill
213th / Bolsa	236th / Catskill
213th / Water	236th / Panama
215th / Main	<u>Andmark / Kramer</u>
215th / Orrick	Avalon / Scottsdale
220th / Avalon	Billings / Sherman
220th / Bonita (N/E)	Calbas / Bonita
220th / Bonita (N/W)	Carson / Bonita (N/E)
<u>220th / Figueroa</u>	Carson / Bonita (S/W)
<u>220th / Moneta</u>	Gunlock / Turmont
223rd / Moneta	Santa Fe / Carson
224th Pl. / Caroldale	<u>Turmont / Central</u>
224th St. / Catskill	

TASK 2. Contractor shall provide crossing guards with all necessary and required safety equipment. Safety Equipment shall include, but not be limited to, an ANSI approved safety vest and apparel by which the guard is readily identifiable as a Crossing Guard, handheld stop sign and a whistle. Apparel must be appropriate for all weather conditions. Apparel and equipment shall be approved by City's Contract Officer.

TASK 3. Contractor shall provide training, at no cost to the City, for its crossing guards in accordance with all state or local laws, ordinances, or regulations. Crossing Guards shall be test annually to ensure they meet all required laws ordinance ore regulations. Contractor shall maintain all records documenting training of all crossing guards, which records shall be available for inspection and copying by City.

TASK 4. Contractor shall provide supervisory personnel to ensure that all crossing guard locations are staffed during the required or appropriate times and that all crossing guards are providing services in accordance with Contractor's training.

TASK 5. Contractor shall provide adequate reserve personnel to staff locations left vacant by illness, injury, or by personnel who fail to report for work. In the event a location is not staffed, the Contractor agrees to pay or, in the alternate, reduce monthly billing by \$100.00 for any portion of one hour not staffed by the contractor.

TASK 6. Contractor shall be responsible for all time keeping and payroll functions related to crossing guard wages and benefits.

TASK 7. City reserves the right, in its sole and absolute discretion, to require Contractor to remove or reassign a crossing guard for the convenience of City.

All items under Tasks 1-7 will be completed no later than the termination date of the Agreement.

All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

For the services required herein, the Contractor shall be paid the following:

I. Contractor will provide Permanent and/or Relief Crossing Guard Services for all Crossing Guard positions specified by the Contract Officer. All Crossing Guards utilized by Contractor would be employees of Contractor and covered by Contractor's Workers' Compensation Insurance and General Liability Insurance.

II. Contractor will bill the City of Carson for Permanent Crossing Guard Services at a rate of ~~Fourteen Dollars and Twenty-Five Cents (\$14.25) per hour, per guard in FY 2015/16;~~ Fourteen Dollars and Fifty Cents (\$14.50) per hour, per guard in FY 2016/17 and FY 2017/18. Permanent Crossing Guard sites ~~would be any such sites designated by the Contract Officer for the duration of this Agreement~~ are listed in Exhibits "A" and "D."

III. Contractor will bill the City of Carson for Relief Crossing Guard Services at the same rate as for Permanent Crossing Guard Services ~~as stated in the previous provision.~~

IV. The fee for coordination and supervision is four (4) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided, Contractor will bill the City a minimum of two (2) hours per actual location staffed. The cost for coordination by one 2nd Level Supervisor would be at the rate of Fifteen Dollars and Seventy-Five Cents (\$15.75) per hour in FY ~~2015/16 and 2016/17;~~ Sixteen Dollars and Zero Cents (\$16.00) in FY 2017/18. The fee for one Field Supervisor would be at the rate of Sixteen Dollars and Twenty-Five Cents (\$16.25) per hour in FY 2016/17; and Sixteen Dollars and Fifty Cents (\$16.50) per hour in FY 2017/18.

V. Wherever possible, Contractor shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the City of Carson.

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

A. Line items for all the work performed, and number of hours worked, and the hourly rate.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

The frequency services and the location of crossing guard services are listed in the following table, which identifies the locations where crossing guards will be stationed and the total number of hours to be allotted per location per day. City reserves the right, in its sole and unfettered discretion, to adjust the dates and times of crossing guard services based upon annual individual school schedules.

City of Carson School Crossing Guard Services

Location	Site Number	School	Maximum Hours per Day
Billings Dr./ Sherman Ave.	1	Ambler Elementary	4
Turmont St. / Central Ave.	2	Annalee Elementary*	4
220 th St./ Bonita St. (N/E)	3	Bonita Elementary*	4
220 th St. / Bonita (N/W)	4	Bonita Elementary*	4
220 th St. / Avalon Blvd.	5	Bonita Elementary	4
Andmark Ave. / Kramer Dr.	6	Broadacres Elementary*	4
Gunlock Ave. / Turmont St.	7	Broadacres Elementary*	4
Carson St. / Bonita (N/W)	8	Carnegie Middle School*	4
Carson St. / Bonita (N/E)	9	Carnegie Middle School*	4
Calbas St. / Bonita	10	Carnegie Middle School*	4
224 th Pl. / Caroldale	11	Caroldale Learning Community*	4
223 rd St. / Moneta Ave.	12	Caroldale Learning Community*	4
213 th St. / Bolsa	13	Carson Elementary*	4
215 th St. / Main St.	14	Carson Elementary*	4
215 th St. / Orrick Ave.	15	Carson Elementary*	4
Avalon Blvd. / Scottsdale Dr.	16	Catskill Elementary	4

236 th St. / Panama Ave.	17	Catskill Elementary	4
236 th St. / Catskill Ave.	18	Catskill Elementary*	4
213 th St. / Water St.	19	Del Amo Elementary*	4
224 th St. / Catskill Ave.	20	Dolores Elementary*	4
228 th St. / Catskill Ave.	21	Dolores Elementary*	4
Carson St. / Santa Fe Ave.	22	Dominguez Elementary	4
220 th St. / Figueroa St.	23	Stephen White Middle School*	4
220 th St. / Moneta Ave.	24	Stephen White Middle School*	4
189 th St. / Towne Ave.	25	Towne Avenue Elementary	4
Total Hours			100

*Assigned to Contractor