

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CLIMATEC, LLC, an Arizona limited liability company (“Consultant”) is effective as of the ____ day of _____, 2024.

RECITALS

A. City and West Coast Fire & Integration, Inc. (“WCF”) entered into that certain Agreement for Contractual Services dated May 27, 2022 (“Agreement”) whereby WCF 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 were 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 were needed to be completed for fire and safety purposes.

C. On October 3, 2023, City and WCF entered into an amendment to 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 (“Amendment No. 1”).

D. On or about December 19, 2023, under City’s Contract Officer authority (“CO Authority”) pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$2,415.00 for extra work performed by WCF consisting of purchase and installation of batteries needed for equipment needed for the Services, thereby increasing the Contract Sum from \$361,045.56 to \$363,460.56.

E. On or around September 8, 2023, Consultant acquired WCF’s assets and liabilities and otherwise acquired WCF’s business operations, and WCF either has or intends to assign all of its rights, interests, duties and obligations under the Agreement to Consultant, and Consultant sees fit to assume the same. WCF evidenced that intent by issuance of a letter dated September 8, 2023, remitted to the City, advising of Consultant’s acquisition of WCF and transfer of WCF’s rights and responsibilities under the Agreement to Consultant, effective September 8, 2023.

F. Section 4.5 of the Agreement provides that “neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City.” Accordingly, WCF’s September 8, 2023, letter was ineffective to serve as a transfer of any rights under the Agreement because it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from WCF to Consultant that is effective as of September 8, 2023. However, the City is amenable to the

requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 2 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of WCF's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of September 8, 2023, and WCF acknowledges and consents to same.

G. The invoices received by the City for services performed under the Agreement commencing as of September 26, 2023 have been under the name of Consultant, not WCF. However, under the Agreement, as originally executed, the City is only authorized to make payments to WCF. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to Consultant for services performed under the Agreement dating back to September 26, 2023.

H. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to authorize the assignment of the Agreement from WCF to Consultant, retroactive to September 8, 2023, and to thereby authorize the provision of the services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of July 1, 2022.

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 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read in its entirety as follows:

“4.5 “The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. *Notwithstanding the foregoing, and as a sole exception thereto, City approves of and ratifies the assignment and transfer of West Coast Fire & Integration, Inc.'s rights, interests, duties, and obligations under this Agreement to Climatec, LLC, an Arizona limited liability company, as requested and agreed to by said parties, effective September 8, 2023.* No approved transfer shall

release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

B. The Agreement is hereby amended to change the name of the Consultant such that the term “Consultant,” and all references to “West Coast Fire & Integration, Inc.” as used in the Agreement, shall be construed, commencing from and after September 8, 2023, to mean and refer to “Climatec, LLC, an Arizona limited liability company.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and 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. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this 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 and Amendment No. 1. 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 and Amendment No. 1. 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. 2, 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. 2, 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. 2.

5. **Authority.** The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 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. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) and year(s) set forth below, with express intent that it be effective as of September 8, 2023.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Dated: _____, 2024

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

CLIMATEC, LLC, an Arizona limited liability company

By: _____
Name: Ramesh Jayaraman
Title: CEO

By: _____
Name: Ronald Kleefman
Title: CFO
Address: 22405 La Palma Ave
Yorba Linda, CA 92887

Dated: _____, 2024

ACKNOWLEDGMENT AND CONSENT:

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

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

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

Dated: _____, 2024

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 _____, 2024 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	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT
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 _____, 2024 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 <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ TITLE OR TYPE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	NUMBER OF PAGES
_____	DATE OF DOCUMENT
_____	SIGNER(S) OTHER THAN NAMED ABOVE