

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ALLTECH INDUSTRIES, INC., a California corporation (“Consultant”), is effective as of July 5, 2022.

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated October 12, 2020 (“Agreement”), whereby Consultant agreed to provide certain unarmed security services at City’s City Hall, Juanita Millender-McDonald Community Center, Corporate Yard, and other facilities as may be specified by the City. The services include specifically providing ten (10) security officers and one (1) field supervisor.

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, City and Contractor now desire to amend the Agreement 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.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

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

“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 Eighty Six Thousand Six Hundred Thirty Eight Dollars (\$1,086,638.00)~~ ***One Million Two Hundred Eighteen Thousand Nine Hundred Eighty Five Dollars (\$1,218,985.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**B. Subsection B of Section I of Exhibit “A” (Scope of Services) 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\*\*:

1. A total of ~~ten~~ **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:

- (a) ~~Seven~~ **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.
- (b) 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.
- (c) The Security Officers shall serve at the following posts:

Location	No. of Security Officer(s)
City Hall Property	<del>2</del> <b>3</b> (including Supervising Officer)
Community Center	<del>2</del> <b>3</b>
Corporate Yard (new)	6

- (d) All hours shall be worked in eight (8) hour shifts. Hours of work shall be assigned as follows:
  - (i) **CITY HALL PROPERTY** – **one (1)** Supervising Officer Monday – Friday 6:00a.m. – 2:00p.m., and ~~one (1)~~ **two (2)** Security Officers, Monday – Friday, 2:00p.m. – 10:00p.m.
  - (ii) **COMMUNITY CENTER** – ~~one (1)~~ **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.
  - (iii) **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.

\*\*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.”

**C. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby replaced with Exhibit “C” (Schedule of Compensation), attached hereto and incorporated herein by this reference.**

**2. Continuing Effect of Agreement.** Except as amended by this Amendment, 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 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, 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, 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.

**5. Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONSULTANT:**

ALLTECH INDUSTRIES, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Hilda Perez  
Title: President & CFO/Asst. Treasurer

Address: 301E. Pomona Blvd.  
Monterey Park, CA 91755

**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 LOS ANGELES

On \_\_\_\_\_, 2022 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.

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

## 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 \_\_\_\_\_, 2022 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <span style="margin-left: 100px;"><input type="checkbox"/> LIMITED</span> <span style="margin-left: 100px;"><input type="checkbox"/> GENERAL</span> <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  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (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:**

<b>Period (Contract Year)</b>	<b>Hourly Rate</b> (applies to all Security Officers, including Field Supervisor)	<b>Maximum Number of Hours</b> (total)	<b>Annual Maximum Amount</b> (rounded to nearest dollar)
<b>A. <u>Year 1:</u></b> October 12, 2020 through October 11, 2021	\$19.81	17,056	\$337,879
<b>B. <u>Year 2:</u></b> October 12, 2021 through October 11, 2022	\$21.26	17,056	\$362,611
<i>Additional 2 Security Officers beginning: July 11, 2022 through October 11, 2022</i>	<b>\$24.84</b>	<b>1,168</b>	<b>\$29,013</b>
<b>C. <u>Year 3:</u></b> October 12, 2022 through October 11, 2023	\$22.64	17,056	\$386,148
<i>Additional 2 Security Officers beginning: October 12, 2022 through October 11, 2023</i>	<b>\$24.84</b>	<b>4,160</b>	<b>\$103,334</b>
<b>D. <u>Year 4:</u></b> (at City’s sole option): October 12, 2023 through October 11, 2024	\$26.26	21,216	\$557,132
<b>E. <u>Year 5:</u></b> (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.**

**III. 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.

**IV. The total compensation for the Services shall not exceed ~~\$1,086,638~~ \$1,218,985.00 as provided in Section 2.1 of this Agreement.**