

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 STANLEY CONVERGENT SECURITY SOLUTIONS, INC. an Illinois corporation ("Provider") is effective as of the ____ day of March, 2017.

RECITALS

A. City and Provider entered into that certain Agreement for Contractual Services dated December 23, 2013 ("Agreement") whereby Provider agreed to provide installation, maintenance, and monitoring of alarm systems (the "Services").

B. The Term of the Agreement was for three years, with two 1-year extension options, to be exercised at the sole discretion of the City.

C. City now desires to extend the Term of the Agreement by one additional year, pursuant to Section 3.4, to extend the Services from October 1, 2016 through September 30, 2017.

D. City and Provider also desire to amend the Agreement to include additional services pursuant to Section 1.8 of the Agreement, specifically, to provide citywide Closed Circuit Television (CCTV) systems maintenance, repairs and replacement.

TERMS

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

A. Section 3.4, Term & Extended Term, is amended to read as follows:

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after October 1, 2013 and end at the close of business on September 30, 2017, having been extended from October 1, 2016 (the "First Extended Term"). City shall have the right, in its sole and unfettered discretion, to extend the Term of this Agreement for one additional one-year extension (the "Second Extended Term"). City shall exercise its right to the Second Extended Term of this agreement by giving written notice of its election to do so to Provider not less than thirty (30) calendar days prior to the expiration of First Extended Term of this Agreement.

B. Section 2.1, Contract Sum, is amended to read as follows:

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule

EXHIBIT NO. 2

of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Seventy Eight Thousand Two Hundred Eighty Nine Dollars and Sixteen Cents (\$178,289.16) (herein “Contract Sum”), except as provided in Section 1.8, with One Hundred Six Thousand Nine Hundred Twenty Dollars (\$106,920.00) of that amount previously allocated for the Services performed from October 1, 2013 through September 30, 2016, and Seventy One Thousand Three Hundred Sixty Nine Dollars and Sixteen Cents (\$71,369.16) for the Services to be provided from October 1, 2016 through September 30, 2017. In the event City exercises its right to the Second Extended Term of this Agreement, compensation for that term shall be Seventy One Thousand Three Hundred Sixty Nine Dollars and Sixteen Cents (\$71,369.16), except as may be provided for in Exhibit “C”. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

C. Exhibit “A” Scope of Services, Exhibit “B” Special Requirements, and Exhibit “C” Schedule of Compensation are hereby replaced with the Exhibits 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 Provider 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.

Provider 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 Provider that, as of the date of this Amendment, Provider 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 L. Gause, CMC, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[EQG]

PROVIDER:

STANLEY CONVERGENT SECURITY
SOLUTIONS, INC., an Illinois corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: Stanley CSS, Inc.
55 Shuman Boulevard
Naperville, IL 6053

Two corporate officer signatures required when Provider 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. PROVIDER'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 PROVIDER'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 _____, 2017 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	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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<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 _____

EXHIBIT "A"

SCOPE OF SERVICES

Provider will remotely monitor all of the alarm systems 24- hours a day and provide closed circuit television systems maintenance. The alarm company shall provide a quarterly system test of all devices and provide a report to the Public Safety Services Manager. The alarm service company shall also provide service on the day requested, if a problem occurs, and dispatch emergency services such as fire, police and City of Carson, Public Safety staff, 24-hours per day. Scope of services is further described in the City of Carson Request for Proposals No. P13- 07.

I. Maintain and Monitor the following equipment:

- A.** Keyed and keyless access/entry
- B.** Keypads and card readers
- C.** Card keys
- D.** Access Control Panels and Alarm System Panels
- E.** Motion Sensors
- F.** Door Sensors
- G.** Audio Devices
- H.** Glass Breaks
- I.** Computer equipment hardware (printers, modems and fax equipment and any required accessories)
- J.** Computer equipment software (PC and/or Web based, preferably web- based interactive software)
- K.** Emergency response time of no more than 40 minutes in the event of an emergency 12. Alarm System/Access Control power supplies
- L.** Smoke detectors and any related fire system devices that are being monitored by the existing alarm system
- M.** Provide upon request open/close reports, alarm reports and alarm verification reports based upon specific date ranges (hourly, weekly, monthly or by specific dates)
- N.** Provide reports based upon power loss
- O.** Maintain the ability to retrieve reports for a period of at least six months

- P. The ability to archive all data for a period equal to the term of the contract monitoring
- Q. Provide citywide Closed Circuit Television (CCTV) Systems maintenance, repairs and replacement.

II. System Overview

- A. PC and/ or Web based: The appropriate system must be a Building/Facility Management and Monitoring System used to control and monitor personnel and alarm activity. The system must be capable of managing different controllers that offer various configurations of card reader inputs, relay outputs, and alarm inputs. These controllers can be combined to provide the exact number of inputs and outputs required for each application. The system controllers must use fully distributed database architecture with real-time processing performed at each controller.
- B. Distributed Processing: information (this fully distributed processing provides that all time, date, valid codes, access levels, etc.) is downloaded to the controllers so that each controller makes its own access control decisions. There are no hierarchical or intermediate processors to make decisions for the controllers. Also the PC is not required to make any decisions for the controllers including any global functions. This provides instant response to card reads regardless of system size. This also provides for no degradation of system performance in the event of communication loss to the host (or actual loss of host). All time zones, access levels, linking events, holiday schedules, and global functions remain operational. Upon communication loss to the host all controllers shall automatically buffer event transactions until the host communications is restored, at which time the buffered events will be automatically uploaded to the host. The system maintains full feature capability regardless of the style of the communications from the PC. This means that the system can utilize all standard features like elevator control and linking between controllers without the PC needing to be online.
- C. System Size: The system is designed to support up to 32,000 separate Locations using a single PC or with combinations of direct connect or TCP/ IP LAN connections to each location. The system defines a loop of up to 64 controllers as one Location. Each Location has its own database and history at the host PC. Locations may be combined to share a common database and create a very large network of controllers. Each Location can have up to 128 devices.
- D. Intelligent Controllers: Each controller is an Intelligent Control Unit. The first controller of every Location is designated as the "Main System". All subsequent controllers at the same Location are designated as "subsystems." Any system controller may be selected by dipswitch settings to work as the Main System controller. The Main System controller performs all the same functions as a Subsystem controller, but it is also responsible for polling all subsystem controllers and communicating with the host. The Main System controller does

not make any access decisions for the Subsystem controllers. It is simply the messenger for information from the controllers to the PC and for information from the PC to the controllers.

- E. Controller operating system resides in Flash ROM on each controller. It is upgradeable thru a download from the Host PC to each of the controllers in the system. Upgrades in controller operating system shall NOT require PROM changes.
- F. Processing Power: Each intelligent controller uses an Intel microprocessor (same as a PC) as its engine. In a large system, the total processing may approach, or even exceed that of a Mini Computer. Instead of all the processing power being centralized in one “Mini” it is distributed throughout the system.

III. System Capabilities

A. Software:

1. A 32-bit Windows application, and is compatible with Windows 2000/XP Professional, Windows 2000/2003 Server utilizing Active Directory, and Windows Vista Business Edition.
2. Program utilizes Microsoft SQL Server 2000/2005 for database deployment and management.
3. Multi-user and multi-tasking capability allowing for independent activities and monitoring to occur simultaneously at different Workstation PCs.
4. Utilize graphical user interface with simple pull-down menus and a menu tree format that conform to interface guidelines defined by Microsoft Corporation.
5. Allow for language localization.
6. Allow LAN/WAN network applications, using TCP/IP protocol, with up to 1000 Workstation PCs.
7. System shall be site licensed, not seat licensed.
8. System shall have open architecture that allows importing and exporting of data and ability to interface with other systems.
9. Operator Identification logon password protected.

B. Hardware:

1. Comm Server PC: Windows 2000/XP Professional/Vista Business capable PC with a 1 GHz Pentium processor/ depending on system parameters. 256MB RAM (minimum) or greater depending on system parameters.
 2. Workstation PC: Windows 2000/XP Professional, MS Office to include Excel, Windows Vista Business Edition capable PC with an 800 MHz Pentium processor / 128MB RAM (minimum) or greater depending on system parameters.
 3. Second Back-up Workstation PC to be used as a back-up computer in case of breakdown of the primary computer.
 4. Portable laptop computer to be used with all necessary software installed, that will allow for remote access and viewing of the entire system if remote viewing is necessary.
 5. Provide 1000 keycards and/ or access cards for use with the access system.
 6. HID Proximity card reader or equivalent. A minimum of 26 bit proximity encryption is requested, higher encryption (36 bit) is preferred.
 7. Provide Battery backup power for all system as necessary.
- C.** City Hall will have the main access workstation for all connected facilities. The workstation at City Hall will have the ability to completely manipulate and control all aspects of access control not only at City Hall, but at all connected workstations and facilities such as the Corporate Yard, the Corporate Yard Maintenance Area, Veterans Park and the Community Center.
- D.** The workstation at the Corporate Yard will only control all aspects of access control at that specific facility, but will be connected to the main access workstation at City Hall.
- E.** The workstation at the Corporate Yard Maintenance Area will only control all aspects of access control at that specific facility, but will be connected to the main access workstation at City Hall.
- F.** The workstation at the Community Center will only control all aspects of access control at that specific facility, but will be connected to the main access workstation at City Hall.
- G.** The workstation at Veterans Park will only control all aspects of control at that specific facility, but will be connected to the main access workstation at City Hall.
- H.** Maintenance, repair and replacement of all Closed Circuit Television (CCTV) Cameras located at City Hall, Carson Park, Corporate Yard and Veterans Park

EXHIBIT "B"
SPECIAL REQUIREMENTS

Provider's Use of Site

- A.** The City of Carson intends to occupy and use the facilities during construction.
- B.** Provider must cooperate with the City to minimize conflict, and to facilitate the City's operations.
- C.** Provider must schedule the work to accommodate the City's occupancy.
- D.** Provider must coordinate power outage and site preparation with the City.
- E.** The City will provide oversight of the project and assistance to the Provider in coordinating with all aspects of work activities to minimize interference with the daily operations of the facility.
- F.** The sites of work are existing City facilities that must remain in operation during the execution of this project. Provider shall develop a work schedule including Phasing Plan and submit to the City for review and approval prior to gaining access to each site for construction.
- G.** Coordinate use of each premise under the direction of the City's designated point of contact at each site.
- H.** Provider shall assume full responsibility for the protection and safekeeping of products and materials under this Agreement, stored on site. Provider will not store materials where it would interfere with the City's personnel access or normal activities at each facility.
- I.** Provider shall use a designated space for storage and staging.
- J.** Identify, protect and restore existing utilities encountered during the execution of this Agreement.
- K.** Provide maintenance, repair and replacement services of all Closed Circuit Television (CCTV) systems located at the City Hall, the Corporate Yard, the Carson Park and the Veterans Park.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Year	Monthly Payment	Annual Total
Year 1	2,970.00	\$35,640.00
Year 2	2,970.00	\$35,640.00
Year 3	2,970.00	\$35,640.00
Year 4	5,947.43	\$71,369.16
Year 5 (Optional)	5,947.43	\$71,369.16

Billing will occur after the performance of services.