

## AMENDMENT NO. 1

### TO CONTRACT TO PROVIDE CITY BUILDING SECURITY SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT TO PROVIDE CITY BUILDING SECURITY SERVICES ("First Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CENTRAL PARKING SYSTEM, INC., a Tennessee corporation and a California Licensed Private Patrol Service ("Consultant") is effective as of the 29<sup>th</sup> day of February, 2016.

### RECITALS

A. City and Consultant entered into that certain Contract to Provide City Building Services dated December 1, 2012 ("Agreement") whereby Consultant agreed to provide, for a three year term through November 30, 2015, security services of two security officers to City on an as needed basis, at Carson City Hall, the Juanita Millender McDonald Community Center, the Corporate Yard and other City facilities as designated by the City, for the contract sum of \$225,056.00.

B. Section 3.4, Term and Extended Term, of the Agreement provides that City shall have the right, in its sole and unfettered discretion, but not the obligation, to extend the term of the Agreement for up to a maximum two (2) additional one (1) year extended terms; and, also provides that unless expressly amended, in writing, the terms and conditions of any extended term(s) of the Agreement shall be as set forth in the Agreement.

C. City and Consultant now desire to memorialize that City has exercised its first right to extend the term of the Agreement for an additional one (1) year, from December 1, 2015 through November 30, 2016. City retains (although at the present has not exercised) the right to extend the term of the Agreement a second time for a further additional one (1) year term from December 1, 2016 through November 30, 2017.

D. City and Consultant now desire to amend the Agreement to provide for an additional five security guards, resulting in a total of seven security guards to be provided for the one year term from December 1, 2015 through November 30, 2016, for compensation not to exceed \$270,379.20 for the additional one year term, resulting in a total contract sum for the four years of service of \$495,435.20.

### TERMS

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

A. Section A.3 of the Scope of Services set forth in Exhibit A of the Agreement shall be amended as follows:

"Consultant's security personnel shall consist of one supervisor/officer and ~~one~~ six security officers, which may be increased at the Contract Officer's discretion, and upon thirty (30) days' advanced written notice is provided to Consultant."

**B. Section A.5 of the Scope of Services set forth in Exhibit A of the Agreement shall be amended as follows:**

"All hours shall be worked by ~~two (2)~~ seven (7) security officers, ~~working eight hour shifts, forty hours per week five (5) days per week, Monday through Friday. Each officer assigned shall work forty (40) hours per week.~~ Hours of work shall be worked as assigned by the City."

**C. The first sentence of Section 2.1, Contract Sum, shall be amended as follows:**

"For the services rendered pursuant to this Agreement, the Consultant 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 not to exceed Two-Hundred Twenty-Five thousand and Fifty-Six Dollars (\$225,056.00), for two guards during the term of December 1, 2012 through November 30, 2015, and the maximum contract amount of not to exceed Two-Hundred Seventy Thousand Three-Hundred Seventy-Nine Dollars and Twenty Cents (\$270,379.20) for seven guards during the term of December 1, 2015 through November 30, 2016, for a total compensation for the four year term of service not to exceed Four-Hundred Ninety-Five Thousand Four-Hundred and Thirty-Five Dollars and Twenty Cents (\$495,435.20) ("Contract Sum"), except as provided in Section 1.8."

**D. The fourth paragraph of Section C-1. of the Schedule of Compensation set forth in Exhibit C of the Agreement shall be amended as follows:**

"4th year of agreement (~~if required~~) - not to exceed ~~\$77,251.20~~ \$270,379.20 for ~~two~~ seven guards

Hourly rate for one (1) supervisor = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Hourly rate for one (1) guard = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Any additional guard(s) to be billed at the same hourly rate of \$18.57

5th year of agreement (if required) - not to exceed ~~\$77,251.20~~ \$270,379.20 for ~~two~~ seven guards

Hourly rate for one (1) supervisor = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Hourly rate for one (1) guard = \$18.57/hour

Forty hour week = \$742.80, fifty-two weeks per year = \$38,625.60

Any additional guard(s) to be billed at the same hourly rate of \$18.57"

**E. The first paragraph of Section 4.1, Representative of Consultant, shall be deleted in its entirety and replaced with the following:**

"The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Peter Cho, Regional Manager  
3420 Bristol St., Suite 225  
Costa Mesa, CA 92626  
Phone: (714) 751-2855  
Fax: (714) 751-3650  
E-mail: pcho@spplus.com"

- F. The notice addresses listed for Consultant in Section 9.0, Miscellaneous Provisions, under the terms "Consultant" and "Copy to:" shall be deleted in their entirety and replaced with the following:

"Consultant:

Peter Cho, Regional Manager  
3420 Bristol St., Suite 225  
Costa Mesa, CA 92626

With a copy to:

Senior Vice President  
SP Plus Corporation  
3470 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010

With a copy to:

SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street  
Suite 7700  
Chicago, IL 60601"

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 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.

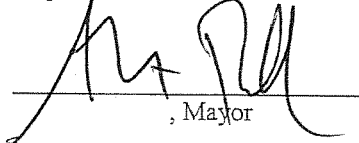
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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]

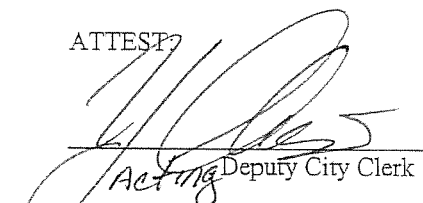
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

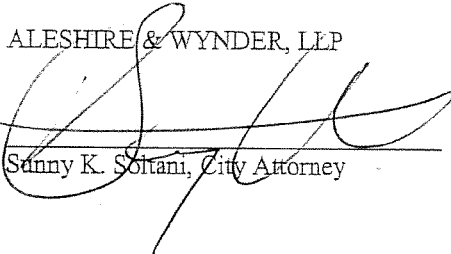
  
\_\_\_\_\_, Mayor

ATTEST:

  
\_\_\_\_\_  
Acting Deputy City Clerk

APPROVED AS TO FORM:

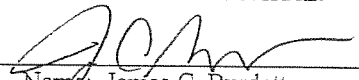
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
Sunny K. Soltani, City Attorney

CONSULTANT:

CENTRAL PARKING SYSTEM, INC.

By:   
\_\_\_\_\_  
Name: ~~David Jenkins~~ James F. Buczek  
Title: Senior Vice President

By:   
\_\_\_\_\_  
Name: James C. Burdett  
Title: Assistant Secretary

Address: 200 East Randolph St., Suite 7700  
Chicago, IL 60601

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.