

AMENDMENT NO. 3

TO CONTRACT TO PROVIDE CITY BUILDING SECURITY SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") 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 this _____ day of May, 2018.

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 building security services consisting of two security officers, on an as needed basis, at Carson City Hall, the Juanita Millender McDonald Community Center, the Corporate Yard and other City facilities, for a three year term through November 30, 2015, extendable at City's sole election by up to two one-year terms, for a Contract Sum of \$225,056.00 ("Agreement").

B. On December 1, 2015, City exercised its first option to extend the Agreement through November 30, 2016, and amended the Scope of Services to increase the number of security guards from two to seven guards due to increased local crime activity, and to increase the contract amount accordingly by \$270,379.20 for that year, to a total Contract Sum of \$495,435.20 ("Amendment No. 1").

C. On December 1, 2016, City exercised its second option to extend the Agreement through November 30, 2017 at the contract amount of \$222,097.20, reflecting the downward adjustment to the number of guards, from 7 to 4 guards, effective July 1, 2017 due to budgetary constraints.

D. On August 1, 2017, City initiated a Request for Proposals ("RFP") seeking qualified vendors to fill the need for building security services upon the expiration of the Agreement.

E. On November 21, 2017, City and Consultant amended the Agreement to (i) memorialize the City's second election to extend the Agreement Term through November 30, 2017; (ii) to provide for a month-to-month extension at City's sole option, while the City finalizes the RFP selection, for the period beginning December 1, 2017 and ending on or before March 31, 2018, at the monthly rate of \$12,875.20; and (iii) to amend the Contract Sum to provide for the second year extension amount and the month-to-month optional extensions to a total Contract Sum not to exceed \$769,033.20 ("Amendment No. 2").

F. While the City finalizes its selection following the RFP process, City and Consultant now desire to amend the Agreement for the third time to (i) ratify Consultant's continued services during the month of April 2018; (ii) extend the Agreement to May 31, 2018, at the same monthly rate of \$12,875.20; and (iii) amend the Contract Sum to provide for the additional extension to a total Contract Sum not to exceed \$794,783.60.

TERMS

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

The first sentence only of Section 2.1 (Contract Sum) of the Agreement shall be deleted in its entirety and replaced with the following:

“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 Seven Hundred Ninety Four Thousand Seven Hundred Eighty Three Dollars and Sixty Cents (\$794,783.60), for up to seven guards (“Contract Sum”), except as provided in Section 1.8.”

The following is added after the last sentence of Section 3.4 (Term & Extended Term):

“Thereafter, after both one-year optional extensions are exhausted, the City may at its sole option and election, extend the Term of this Agreement on a month-to-month basis, by up to six (6) one-month extensions ending on or before May 31, 2018.”

The Schedule of Compensation (Exhibit “C”) is hereby amended to include the following at the end of paragraph C-1 as follows:

“For the up to four (4) one-month optional extensions beginning on December 1, 2017 (if exercised at City’s sole option) – not to exceed \$77,251.20 for up to four (4) guards

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

Forty-hour week = \$742.80; not to exceed \$3,218.80 per month.

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

Forty-hour week = \$742.80; not to exceed \$3,218.80 per guard per month. Any additional guard(s) shall be billed at the same hourly rate of \$18.57.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment No. 1 and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment.

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 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 Aldana, MMC

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MGM]

CONSULTANT:

CENTRAL PARKING SYSTEM, INC., a
Tennessee corporation and a California Licensed
Private Patrol Service

By: _____
Name: 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.

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