

## **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 World Private Security, Inc., a California Corporation ("Consultant") is effective as of the \_\_\_\_ day of April, 2019.

### **RECITALS**

A. City and Consultant entered into an Agreement for Contract Services dated March 4, 2015 ("2015 Agreement") whereby Consultant agreed to provide Crossing Guard Services at intersections near City schools for a three-year term from July 1, 2015 through June 30, 2018, for a contract sum not to exceed \$387,000. As part of the 2015 Agreement, the City had the option to extend the 2015 Agreement beyond June 30, 2018, for two additional one-year extension periods through June 30, 2020.

B. On July 19, 2016, City and Consultant amended the 2015 Agreement ("First Amendment") to add nine additional crossing guards and four additional crossing guard locations to the Scope of Services, and to increase the total compensation of the 2015 Agreement by \$56,160, for a total contract sum of \$443,160.

C. On June 6, 2017, City and Consultant further amended the 2015 Agreement ("Second Amendment") to add one additional crossing guard location and to increase the total compensation of the 2015 Agreement by \$4,606, for a total contract sum of \$447,766.

D. On July 1, 2018, City and Consultant entered into an Agreement for Contractual Services ("2018 Agreement"), whereby City exercised its first one-year extension pursuant to the 2015 Agreement, for the period from July 1, 2018 through June 30, 2019, in exchange for a \$293,760 increase to the total contract sum, from \$447,766 to \$741,526, and whereby the parties memorialized and restated the 2015 Agreement, First Amendment, and Second Amendment collectively on the City's standard contract format, and provided for the 2018 Agreement to supersede the 2015 Agreement and First and Second Amendments.

E. City and Consultant desire to amend the 2018 Agreement to increase the contract sum by \$8,632 to authorize payment for: (1) additional relief crossing guard services that were requested by City's contract officer and performed by Consultant at the 220<sup>th</sup> St./Avalon Blvd. (Bonita Elementary) location over a period of four months from March 1 through June 30 of 2018, as were necessitated by an injury to a City crossing guard; and (2) additional relief crossing guard services that were requested by the City's contract officer due to various time-off requests of City crossing guards during the period from July 1, 2017 to June 30, 2018.

F. City and Consultant further desire to amend the 2018 Agreement to increase the contract sum by \$25,920 to authorize payment for additional relief crossing guard services duly requested by City's contract officer and performed by Consultant during the entire 2018-19 school year as necessitated by unexpected structural damage to a pedestrian bridge adjacent to Dominguez Elementary School that resulted from a traffic collision involving a freight truck in

August of 2018. The City's Public Works Department was required to immediately close the pedestrian bridge to pedestrian traffic prior to commencement of the 2018-19 school year, and the bridge must remain closed until appropriate repairs are completed by the Los Angeles County Unified School District, which owns the bridge. Repairs are expected to be completed in July 2019, after the conclusion of the 2018-19 school year. The City thus requested, and Consultant has provided, two relief crossing guards at the intersection of Van Buren Street and Santa Fe Avenue to manage the pedestrian traffic resulting from the bridge closure. The total cost to the City of these additional relief crossing guard services, at the current contract rate of \$18.00 per hour, per guard, is \$25,920.

G. Accordingly, City and Consultant now desire to increase the authorized compensation for the initial three-year term (i.e. July 1, 2015 – June 30, 2018) by \$8,632, from \$447,766 to \$456,398, to increase the authorized compensation for the one-year extension period of July 1, 2018 through June 30, 2019 by \$25,920, from 293,760 to \$319,680, and to thereby increase the total contract sum of the 2018 Agreement by \$34,552, from \$741,526 to \$776,078.

## TERMS

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

A. Section 2.1 (Contract Sum) is hereby amended as follows (deletions shown in ~~striketrough~~, additions shown in ***bold italics***):

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 ***Seven Hundred Seventy-Six Thousand Seventy-Eight Dollars (\$776,078)*** ~~One Million Forty Four Thousand Five Hundred Forty Six Dollars (\$1,054,726)~~ (the "Contract Sum"), ***Four Hundred Fifty-Six Thousand Three Hundred Ninety-Eight Dollars (\$456,398)*** ~~Four Hundred Forty Seven Thousand Seven Hundred Sixty Six Dollars (\$447,766)~~ of which was expended under the 2015 Agreement and the First and Second Amendments, ***and up to Three Hundred Nineteen Thousand Six Hundred Eighty (\$319,680)*** ~~Two Hundred Ninety-Three Thousand Seven Hundred Sixty Dollars (\$293,760)~~ of which will be expended for the ~~first one-year extension of the Term~~ ***period of July 1, 2018*** through June 30, 2019, ***unless additional compensation is approved pursuant to Section 1.8. and Another up to Three Hundred Thirteen Thousand Two Hundred Dollars (\$313,200) of which will could be authorized to*** be expended for the ~~second extension of the Term~~ ***period of July 1, 2019*** through June 30, 2020, in the event City exercises the ***second of its two one-year*** options to extend the Term ~~a second time of this Agreement, unless additional compensation is approved pursuant to Section 1.8.~~

B. Exhibit "C" (Schedule of Compensation) is hereby amended as follows (deletions shown in ~~strike through~~, additions shown in ***bold italics***):

***I. City shall pay Consultant the sum of \$8,632, in addition to the total contract sum of \$447,766 as authorized through June 30, 2018, as compensation for the following additional services that City's Contract Officer duly requested, and that Consultant duly performed, during FY 2017-18: (1) Relief Crossing Guard Services for a period of four months, from March 1, 2018 through June 30, 2018, at the 220<sup>th</sup> St./Avalon Blvd. (Bonita Elementary School) location, due to an injury to a City crossing guard; and (2) additional relief crossing guard services due to various time-off requests of City crossing guards throughout FY 2017-18. The additional compensation of \$8,632 authorized pursuant to this Section reflects 595.3 hours of Relief Crossing Guard Services performed at Consultant's then-applicable Relief Crossing Guard Services rate of \$14.50 per hour, per guard.***

***II. Consultant shall perform the Services in Exhibit A, Section I for the period of July 1, 2018 through June 30, 2019, at the following rates, up to a maximum amount of \$293,760 for this 12 month period:***

<b>Position</b>	<b># of Crossing Guards / Field Supervisors</b>	<b>Rate</b>	<b>Hours per school day</b>	<b>School Days</b>	<b>Sub-budget</b>
Permanent Crossing Guard	21	\$18.00/hr.	4 hr.	180 days	\$272,160
Relief Crossing Guard	.5	\$18.00/hr.	4 hr.	180 days	\$6,480
Field Supervisor	1	\$21.00/hr.	4 hr.	180 days	\$15,120

**A.** Services shall be provided (4) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. Relief Staffing Services shall be provided on an as-needed basis. For any Relief Staffing Services provided, Consultant will bill the City a minimum of two (2) hours per actual location staffed.

***III. Consultant shall perform the following additional services, as duly requested by City's Contract Officer: provision of two Relief Crossing Guards at the intersection of Van Buren St. and Santa Fe Ave., adjacent to Dominguez Elementary School, for 4 hours***

*per school day, for all 180 days of the 2018-19 school year, at the rate set forth in Section II above, in exchange for total compensation in the amount of \$25,920. These additional services were necessitated by structural damage to the pedestrian bridge adjacent to Dominguez Elementary School caused by a traffic collision in August of 2018, which required immediate closure of the bridge prior to commencement of the 2018-19 school year. The necessary bridge repairs are not expected to be completed until July 2019, after the conclusion of the 2018-19 school year.*

**II IV. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. N/A.**

**III V. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**IV VI. 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.

**V VII. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

**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 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 Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

**CONSULTANT:**

WORLD PRIVATE SECURITY, INC., a California Corporation

By:\_\_\_\_\_  
Name: Fred Youssif  
Title: President and Chief Executive Officer

By:\_\_\_\_\_  
Name: Jennette Youssif  
Title: Secretary  
Address: 16921 Parthenia St., Suite 201  
Northridge, CA 91343

**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 \_\_\_\_\_, 2019 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	TITLE OR TYPE OF DOCUMENT _____
<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 _____

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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: \_\_\_\_\_

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<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 _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
_____		
_____		
_____		SIGNER(S) OTHER THAN NAMED ABOVE