

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the **CITY OF CARSON** ("City") and American Guard Services, Inc., a California Corporation ("Consultant"), is effective as of the 1st day of May, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 1, 2018 ("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 included specifically providing three (3) security officers and one (1) field supervisor at City's City Hall and Juanita Millender-McDonald Community Center.

B. The Agreement provided for a contract sum of \$473,408.00 and a three-year term, commencing June 1, 2018 (the "Effective Date"), and expiring May 31, 2021. The Agreement also included two additional one-year extension periods, at City's sole option, at an additional cost to the City not-to-exceed \$188,448 per one-year extension period.

C. Since the Effective Date, the City has experienced an increase in the rate of criminal or security-related incidents occurring at its Corporate Yard, and based on said increase, the City has determined that it is necessary to provide 24-hour security at the Corporate Yard.

D. In order to provide 24-hour security at the Corporate Yard, an additional 88 weekly hours of security must be provided.

E. City and Contractor now desire to amend the Agreement such that Consultant shall provide City with four additional security guards, working a total of 88 additional weekly hours, in order to ensure 24-hour security at the Corporate Yard, commencing on the effective date of this Amendment (May 1, 2019) and continuing until expiration of the Agreement (May 31, 2021), in exchange for a \$185,390.40 increase to the contract sum of the Agreement, thereby increasing the total contract sum from \$473,408 to \$658,797.40.

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 reference. The

EXHIBIT NO. 3

total compensation, including reimbursement for actual expenses, shall not exceed ~~Four Hundred Seventy Three Thousand Four Hundred and Eight Dollars (\$473,408.00)~~ *Six Hundred Fifty-Eight Thousand, Seven Hundred Ninety-Seven Dollars and Forty Cents (\$658,797.40)* (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Subsection A of Section I of Exhibit "A" (Scope of Services) of the Agreement is hereby amended as follows:

"Provide unarmed security services by properly trained security personnel, on an as needed basis, at Carson City Hall, The Juanita Millender McDonald Community Center, The Corporate Yard, and other City facilities as may be specified by the City. *Upon commencement of Services under this Agreement (June 1, 2018) and continuing through April 30, 2019,* ~~The City's current—~~requirements are for one supervisor/officer and three unarmed security officers. *Commencing May 1, 2019, the City's requirements are increased to include an additional four unarmed security officers working a total of eighty-eight (88) additional weekly hours, and such additional service requirements are anticipated to continue through expiration of the term of this Agreement. Notwithstanding the foregoing, the City's requirements* ~~which may be increased or decreased at the City's discretion, provided a thirty-day advanced notice is provided.~~"

C. Subsection B of Section I of Exhibit "A" (Scope of Services) of the Agreement is hereby amended as follows:

"The City shall determine the hours of work, *provided that commencing May 1, 2019, the hours of work shall be structured so as to ensure 24-hour, 7 day-per-week security coverage of the Corporate Yard. The hours of work shall continue to be structured as such until expiration of the term of this Agreement, unless the City's requirements are decreased prior to expiration pursuant to a notice issued as provided in subsection A of this Section I.* All changes to the hours of work will be approved by the City. The City shall have the right to request additional security personnel at the same hourly rates set forth on Exhibit "C." The City shall have the right to modify levels of service prior to, and subsequent to, the execution of the Agreement."

D. Subsection C of Section I of Exhibit "A" (Scope of Services) of the Agreement is hereby amended as follows:

"Upon commencement of Services under this Agreement (June 1, 2018), *and continuing through April 30, 2019,* all hours shall be worked by three (3) security officers, working eight hour shifts, forty (40) hours per week, five (5) days per week, Monday through Friday. Each officer

assigned shall work forty (40) hours per week. *Commencing May 1, 2019, there shall be a total of seven security officers, consisting of: (i) three officers, working eight-hour shifts, forty (40) hours per week, five (5) days per week, Monday through Friday; and (ii) four additional officers, working a collective total of 88 weekly hours, with shifts not to exceed eight (8) hours, seven (7) days per week, Monday through Sunday, with shifts structured so as to ensure 24/7 security coverage of the Corporate Yard.* Hours of work shall be worked as assigned by the City.”

E. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended as follows:

“Consultant shall perform the following tasks at the following rates:

PERIOD	NOT TO EXCEED
A. Year 1: June 1, 2018 through May 31, 2019	\$139,360 \$145,600.00
B. Year 2: June 1, 2019 through May 31, 2020	\$157,830 \$242,348.72
C. Year 3: June 1, 2020 through May 31, 2021	\$176,217 \$270,848.68
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Total first three years:	\$473,408 \$658,797.40
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D. Year 4 (at City’s sole option): June 1, 2021 through May 31, 2022	\$188,448
E. Year 5 (at City’s sole option): June 1, 2022 through May 31, 2023	\$188,448

”

F. Section IV of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended as follows:

“The total compensation for the Services shall not exceed ~~\$473,408~~ **\$658,797.40** as provided in Section 2.1 of this Agreement.”

G. Section I of Exhibit “D” (Schedule of Performance) of the Agreement is hereby amended as follows:

“Consultant shall perform all Services timely in accordance with the schedule set forth in Exhibit “A,” *including but not limited to Section I.C thereof specifically providing for three (3) security officers, working eight (8) hour shifts, forty (40) hours per week, Monday through Friday.*”

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 Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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 Agreement does not violate any provision of any other Amendment 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:

AMERICAN GUARD SERVICES, INC., a
California Corporation

By:_____
Name: Sherif Assal
Title: President

By:_____
Name: Alyshia Assal
Title: Secretary
Address: 1125 W. 190th St.
Gardena, CA 90248

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

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STATE OF CALIFORNIA

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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

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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