

## **AMENDMENT NO. 2**

### **TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment No. 2") 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 \_\_\_\_\_, 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, increased to the total compensation by \$293,760 for a total contract sum of \$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. On April 2, 2019 City and Consultant amended the 2018 Agreement ("Amendment No. 1") to increase the authorized compensation by \$34,552 from \$741,526 to \$776,078 to cover the additional cost of additional unanticipated Crossing Guard Services provided by Consultant between July 1, 2015 and June 30, 2019.

F. For July 1, 2019 through June 30, 2020, the City desires to remove the crossing guard locations at 215<sup>th</sup> St. and Main St. and Central Ave. and Turmont St., and add a crossing guard location at Dimond Dale Dr. and Central Ave.

G. City now desires to (1) exercise its second one-year extension for the Crossing Guard Services pursuant to the 2018 Agreement, extending the Crossing Guard Services from July 1, 2019 to June 30, 2020; (2) remove two crossing guard locations and add an additional

crossing guard location; and (3) increase the total compensation by \$306,760 to cover the cost of the second one-year extension, for a total contract sum of \$1,082,838.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~).

A. **Section 2.1 (Contract Sum) is hereby amended 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 this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Eighty-Two Thousand Eight Hundred Thirty-Eight Dollars (\$1,082,838)***~~Seven Hundred Seventy-Six Thousand Seventy-Eight Dollars (\$776,078)~~ (the “Contract Sum”), Four Hundred Fifty-Six Thousand Three Hundred Ninety-Eight Dollars (\$456,398) 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) of which will be expended for the period of July 1, 2018 through June 30, 2019, unless additional compensation is approved pursuant to Section 1.8. Another up to Three Hundred ~~Six-Thirteen~~ Thousand ~~Seven-Two~~ Hundred ***Sixty Dollars (\$306,760)***~~(\$313,200)~~ ~~is~~~~could~~ be authorized to be expended for the 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 of this Agreement,~~ unless additional compensation is approved pursuant to Section 1.8.

B. **Section 3.4 (Term) is hereby amended as follows:**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2015 through June 30, ~~2020~~2019; ~~at City’s discretion, the Term may be extended for one additional year ending on June 30, 2020,~~ except as otherwise provided in the Schedule of Performance (Exhibit “D”).

C. **Exhibit “A” (Scope of Services) is hereby amended to include Exhibit A of this Amendment No. 2.**

D. **Exhibit “C” (Schedule of Compensation) is hereby amended to include Exhibit C of this Amendment No. 2.**

E. **Exhibit “D” (Schedule of Performance) is hereby amended to include Exhibit D of this Amendment No. 2.**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and

after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 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 No. 2, 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 No. 2, 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 No. 2.

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.

6.

[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  
[ndp]

**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 _____

## 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.

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

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**I. For the period of July 1, 2019 through June 30, 2020, Consultant will perform the following Services to develop, implement, and maintain a crossing guard services program:**

- A.** Consultant shall provide one field supervisor and 20 crossing guards for crossing guard services at locations and times determined by the Contract Officer. Consultant shall provide Permanent Crossing Guards and Relief Crossing Guards. Permanent Crossing Guard Services means crossing guard services provided by Consultant under the Agreement. Relief Crossing Guard Services means crossing guard services provided on a relief basis, pursuant to Section 1.8 of the Agreement, to cover City employee crossing guards who are temporarily off work due to illness or vacation. City reserves the right, in its sole and absolute discretion to change the locations of contractor’s crossing guards. For the period of July 1, 2019 through June 30, 2020, the locations are as follows:

<b>Location</b>	<b>Site Number</b>	<b>School</b>
Billings Dr./ Sherman Ave.	1	Ambler Elementary
220 <sup>th</sup> St. / Bonita St. (N/E)	2	Bonita Elementary*
220 <sup>th</sup> St / Bonita St. (N/W)	3	Bonita Elementary*
220 <sup>th</sup> St / Avalon Blvd.	4	Bonita Elementary
Andmark Ave. / Kramer Dr	5	Broadacres Elementary*
Gunlock Ave. / Turmont St.	6	Broadacres Elementary*
Carson St. / Bonita St. (N/W)	7	Carnegie Middle School*
Carson St. / Bonita St. (N/E)	8	Carnegie Middle School*
Calbas St. / Bonita St.	9	Carnegie Middle School*
224 <sup>th</sup> Pl. / Caroldale Ave.	10	Caroldale Learning Community*
223 <sup>rd</sup> St. / Moneta Ave.	11	Caroldale Learning Community*
Figueroa St. / Shadwell Ave.	12	Caroldale Learning Community*

213 <sup>th</sup> St. / Bolsa Ave.	13	Carson Elementary*
215 <sup>th</sup> St / Orrick Ave.	14	Carson Elementary*
Avalon Blvd. / Scottsdale Dr.	15	Catskill Elementary
236 <sup>th</sup> St. / Panama Ave.	16	Catskill Elementary
236 <sup>th</sup> St. / Catskill Ave.	17	Catskill Elementary*
Dimondale Dr./ Central Ave.	18	Curtiss Middle School*
213 <sup>th</sup> St. / Water St.	19	Del Amo Elementary*
224 <sup>th</sup> St. / Catskill Ave.	20	Dolores Elementary*
228 <sup>th</sup> St. / Catskill Ave.	21	Dolores Elementary*
Carson St. / Santa Fe Ave.	22	Dominguez Elementary*
220 <sup>th</sup> St. / Figueroa St.	23	Stephen White Middle School*
220 <sup>th</sup> St. / Moneta Ave.	24	Stephen White Middle School*
189 <sup>th</sup> St / Towne Ave.	25	Towne Avenue Elementary

\* Assigned to Consultant

- B.** Consultant shall provide crossing guards with all necessary and required safety equipment. Safety Equipment shall include, but not be limited to, an ANSI approved safety vest and apparel by which the guard is readily identifiable as a Crossing Guard, handheld stop sign and a whistle. Apparel must be appropriate for all weather conditions. Apparel and equipment shall be approved by City's Contract Officer.
  
- C.** Consultant shall provide training, at no cost to the City, for its crossing guards in accordance with all state or local laws, ordinances, or regulations. Crossing Guards shall be tested annually to ensure they meet all required laws ordinance or regulations. Consultant shall maintain all records documenting training of all crossing guards, which records shall be available for inspection and copying by City.
  
- D.** Consultant shall provide supervisory personnel to ensure that all crossing guard locations are staffed during the required or appropriate times and that



all crossing guards are providing services in accordance with Contractor's training.

- E.** Consultant shall provide adequate reserve personnel to staff locations left vacant by illness, injury, or by personnel who fail to report for work. In the event a location is not staffed, the Consultant agrees to pay or, in the alternate, reduce monthly billing by \$100.00 for any portion of one hour not staffed by the Consultant.
  - F.** Consultant shall be responsible for all time keeping and payroll functions related to crossing guard wages and benefits.
  - G.** City reserves the right, in its sole and absolute discretion, to require Consultant to remove or reassign a crossing guard for the convenience of City.
  - H.** Wherever possible, Consultant shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the City of Carson.
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- III. Consultant will utilize the following personnel to accomplish the Services:**
- A.** Lt. Naylon Farlough, Operation Manager

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the Services in Exhibit A, Section I for the period of July 1, 2019 through June 30, 2020, at the following rates, up to a maximum amount of \$306,760 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	20	\$18.00/hr.	4 hr.	180 days	\$259,200
Relief Crossing Guard	5	\$18.00/hr.	4 hr.	180 days	\$32,440
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.
- II. 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. 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. 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. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

- I. For the period of July 1, 2019 through June 30, 2020, Consultant shall perform all Services timely in accordance with the following schedule:**

The following table identifies the locations where crossing guards will be stationed and the total number of hours to be allotted per location, per day. City reserves the right, in its sole and unfettered discretion, to adjust the dates and times of crossing guard services based upon annual individual school schedules.

<b>Location</b>	<b>Site Number</b>	<b>School</b>	<b>Maximum Hours per Day</b>
Billings Dr./ Sherman Ave.	1	Ambler Elementary	4
220 <sup>th</sup> St. / Bonita St. (N/E)	2	Bonita Elementary*	4
220 <sup>th</sup> St / Bonita St. (N/W)	3	Bonita Elementary*	4
220 <sup>th</sup> St / Avalon Blvd.	4	Bonita Elementary	4
Andmark Ave. / Kramer Dr	5	Broadacres Elementary*	4
Gunlock Ave. / Turmont St.	6	Broadacres Elementary*	4
Carson St. / Bonita St. (N/W)	7	Carnegie Middle School*	4
Carson St. / Bonita St. (N/E)	8	Carnegie Middle School*	4
Calbas St. / Bonita St.	9	Carnegie Middle School*	4
224 <sup>th</sup> Pl. / Caroldale Ave.	10	Caroldale Learning Community*	4
223 <sup>rd</sup> St. / Moneta Ave.	11	Caroldale Learning Community*	4
Figuerroa St. / Shadwell Ave.	12	Caroldale Learning Community*	4
213 <sup>th</sup> St. / Bolsa Ave.	13	Carson Elementary*	4
215 <sup>th</sup> St / Orrick Ave.	14	Carson Elementary*	4
Avalon Blvd. / Scottsdale Dr.	15	Catskill Elementary	4
236 <sup>th</sup> St. / Panama Ave.	16	Catskill Elementary	4

236 <sup>th</sup> St. / Catskill Ave.	17	Catskill Elementary*	4
Dimondale Dr./ Central Ave.	18	Curtiss Middle School*	4
213 <sup>th</sup> St. / Water St.	19	Del Amo Elementary*	4
224 <sup>th</sup> St. / Catskill Ave.	20	Dolores Elementary*	4
228 <sup>th</sup> St. / Catskill Ave.	21	Dolores Elementary*	4
Carson St. / Santa Fe Ave.	22	Dominguez Elementary*	4
220 <sup>th</sup> St. / Figueroa St.	23	Stephen White Middle School*	4
220 <sup>th</sup> St. / Moneta Ave.	24	Stephen White Middle School*	4
189 <sup>th</sup> St / Towne Ave.	25	Towne Avenue Elementary	4
Total Hours			100

\* Assigned to Consultant

**II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**