

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES FOR CROSSING GUARD SERVICES FOR THE CITY OF CARSON BY WORLD PRIVATE SECURITY, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Second Amendment") by and between the **CITY OF CARSON**, a municipal corporation ("City") and **WORLD PRIVATE SECURITY, INC.**, a California Corporation ("Contractor" and/or "Consultant") is effective as of the 6th day of June, 2017.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated March 4, 2015 ("Agreement") whereby Contractor agreed to provide Crossing Guard Services at intersections for a three year term from July 1, 2015 through June 31, 2018.

B. Effective July 19, 2016, City and Contractor amended the Agreement for the first time ("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 Agreement by \$56,160, for a total contract sum of \$443,160.

C. One additional crossing guard location is needed near Caroldale Learning Community to enhance traffic safety in the area. In order to staff the additional crossing guard location for the remainder of FY 2016/2017, the total compensation of the Agreement must be increased by \$4,606.

D. City and Contractor now desire to amend the Agreement for a second time ("Second Amendment") to add one additional crossing guard location and to increase the total compensation of the Agreement by \$4,606 for a total contract sum of \$447,766 for FY 2016/17 and FY 2017/2018.

TERMS

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

A. **Section 2.1, of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

For the services rendered pursuant to this Agreement, Contractor 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 ~~Four Hundred Forty Three Thousand One Hundred Sixty Dollars and Zero Cents \$443,160.00~~ ***Four Hundred Forty Seven Thousand Seven Hundred Sixty Six Dollars (\$447,766.00)*** for FY 2016/17 and FY 2017/18.

B. Exhibit A, of the Agreement, entitled “Scope of Services,” shall be amended in Task 1 to read as follows:

TASK 1. Contractor shall provide 19 crossing guards for crossing guard services at locations and times determined by the Contract Officer. Contractor shall provide Permanent Crossing Guards and Relief Crossing Guards. Permanent Crossing Guard Services means crossing guard services provided by Contractor under the Agreement. Relief Crossing Guard Services means crossing guard services provided on a relief basis, pursuant to Section 1.4 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. As of the execution of this Agreement, crossing guard locations are established as follows:

189 th / Towne	228 th / Catskill
213 th / Bolsa	236 th / Catskill
213 th / Water	236 th / Panama
215 th / Main	Andmark / Kramer
215 th / Orrick	Avalon / Scottsdale
220 th / Avalon	Billings / Sherman
220 th / Bonita (N/E)	Calbas / Bonita
220 th / Bonita (N/W)	Carson / Bonita (N/E)
220 th / Figueroa	Carson / Bonita (S/W)
220 th / Moneta	<i>Figueroa / Shadwell</i>
223 rd / Moneta	Gunlock / Turmont
224 th Pl. / Caroldale	Santa Fe / Carson
224 th St. / Catskill	Turmont / Central

C. Exhibit D, of the Agreement, entitled “Schedule of Performance,” shall be amended to read as follows:

The frequency services and the location of crossing guard services are listed in the following table, which 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.

City of Carson
School Crossing Guard Services

Location	Site Number	School	Maximum Hours per Day

Billings Dr./ Sherman Ave.	1	Ambler Elementary	4
Turmont St. / Central Ave.	2	Annalee Elementary*	4
220 th St./ Bonita St. (N/E)	3	Bonita Elementary*	4
220 th St. / Bonita (N/W)	4	Bonita Elementary*	4
220 th St. / Avalon Blvd.	5	Bonita Elementary	4
Andmark Ave. / Kramer Dr.	6	Broadacres Elementary*	4
Gunlock Ave. / Turmont St.	7	Broadacres Elementary*	4
Carson St. / Bonita (N/W)	8	Carnegie Middle School*	4
Carson St. / Bonita (N/E)	9	Carnegie Middle School*	4
Calbas St. / Bonita	10	Carnegie Middle School*	4
224 th Pl. / Caroldale	11	Caroldale Learning Community*	4
223 rd St. / Moneta Ave.	12	Caroldale Learning Community*	4
<i>Figueroa St. / Shadwell St.</i>	<i>13</i>	<i>Caroldale Learning Community*</i>	<i>4</i>
213 th St. / Bolsa	13 14	Carson Elementary*	4
215 th St. / Main St.	14 15	Carson Elementary*	4
215 th St. / Orrick	15 16	Carson Elementary*	4

Ave.			
Avalon Blvd. / Scottsdale Dr.	16 17	Catskill Elementary	4
236 th St. / Panama Ave.	17 18	Catskill Elementary	4
236 th St. / Catskill Ave.	18 19	Catskill Elementary*	4
213 th St. / Water St.	19 20	Del Amo Elementary*	4
224 th St. / Catskill Ave.	20 21	Dolores Elementary*	4
228 th St. / Catskill Ave.	21 22	Dolores Elementary*	4
Carson St. / Santa Fe Ave.	22 23	Dominguez Elementary	4
220 th St. / Figueroa St.	23 24	Stephen White Middle School*	4
220 th St. / Moneta Ave.	24 25	Stephen White Middle School*	4
189 th St. / Towne Ave.	25 26	Towne Avenue Elementary	4
Total Hours			100 104

2. Continuing Effect of Agreement. Except as amended by this Second Amendment (and except as amended by the First Amendment, where such amendment does not conflict with this Second 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 and the First Amendment, as both are amended by this Second 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 Second 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 Second 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.

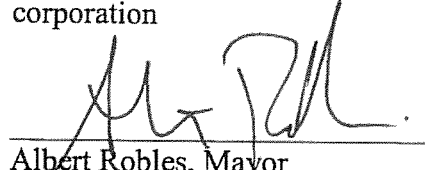
4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this 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.

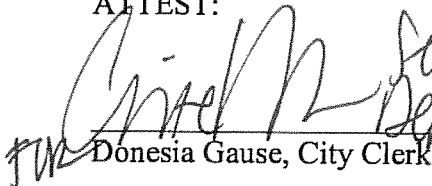
[SIGNATURES ON FOLLOWING PAGE]

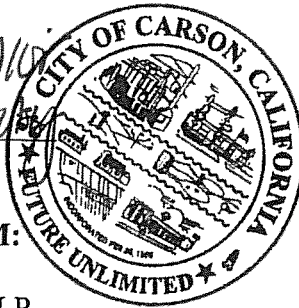
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

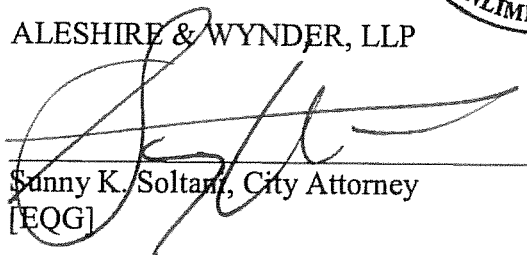
ATTEST:


Donesia Gause, City Clerk

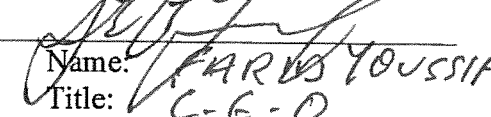


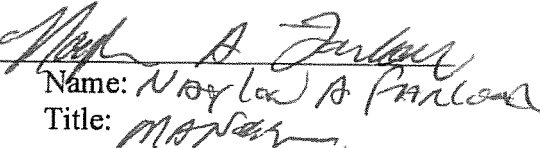
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Sunny K. Soltan, City Attorney
[EQG]

CONTRACTOR:
WORLD PRIVATE SECURITY, INC., a California corporation

By: 
Name: FARID YOUSSEF
Title: C.E.O.

By: 
Name: Naylor A. Falcon
Title: MANAGER

Address: 16921 Parthenia St., Suite 201
Northridge, CA 91343

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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

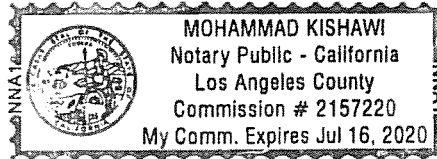
COUNTY OF LOS ANGELES

On 6/14, 2017 before me Mohammad Kishawi personally appeared Naydon Far Pough, 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.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p>
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

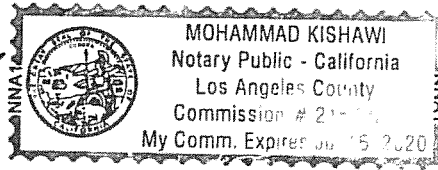
COUNTY OF LOS ANGELES

On 6/14, 2017 before me, Mohammad Kishawi personally appeared Farid Yousif, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
<div>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</div> _____ _____		<div>DATE OF DOCUMENT</div> _____
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div> _____