AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") 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 _____, 2020.

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 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 pursuant to request of the Contract Officer between July 1, 2015 and June 30, 2019.

F. On June 18, 2019, City and Consultant amended the 2018 Agreement ("Amendment No. 2") 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 through June 30, 2020; (2) remove two crossing guard locations and add one 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.

Exhibit No. 7

G. Subsequent to Amendment No. 2, City staff discovered that due to the changes in staffing of crossing guard locations since the City entered into the 2015 Agreement with Consultant, previous purchase order payments for Crossing Guard Services performed under the 2015 and 2018 Agreements had regularly exceeded the contract sum and, in one instance, the City's budget had been amended by resolution to increase the funding amount budgeted for Crossing Guard Services performed pursuant to the 2015 Agreement, but such budget amendment was not accompanied by a corresponding amendment to the 2015 Agreement.

H. Consequently: (1) actual costs incurred for Crossing Guard Services authorized under the 2015 Agreement for July 1, 2015 through June 30, 2016 exceeded the authorized compensation for that time period by $2,552.55; (2) actual costs incurred for Crossing Guard Services authorized under the 2015 Agreement for July 1, 2016 through June 30, 2017 exceeded the authorized compensation for that time period by $70,235.00; (3) actual costs incurred for Crossing Guard Services authorized under the 2015 Agreement for July 1, 2017 through June 30, 2018 exceeded the authorized compensation for that time period by $108,247.63; and (4) actual costs incurred for Crossing Guard Services authorized under the 2018 Agreement for July 1, 2018 through June 30, 2019 fell short of the authorized compensation for that time period by $16,368.00 due to the removal of two crossing guard locations. These discrepancies resulted in a net shortfall of $164,667.18.

I. Based on the foregoing, City and Consultant now desire to amend the 2018 Agreement to increase the contract sum by $408,369.18, thereby increasing the total contract sum from $1,082,838 to $1,483,207.18, to: (1) authorize payment for all actual costs incurred by City for Crossing Guard Services performed by Consultant pursuant to proper authorization under the 2015 and 2018 Agreements but previously unaccounted for in the contract sum; and (2) reconcile the total cost of Crossing Guard Services incurred between July 1, 2015 and June 30, 2019 with the total contract sum.

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)~~ ***One Million Four Hundred Eighty-Three Thousand Two Hundred Seven Dollars and Eighteen Cents ($1,483,207.18)*** (the "Contract Sum"), ~~Four Hundred Fifty-Six Thousand Three Hundred Ninety-Eight Dollars ($456,398)~~ ***Six Hundred Twenty Eight Thousand Eight Hundred One Dollars and Eighteen Cents ($628,801.18)*** of which was expended ~~under the 2015 Agreement and the First and Second Amendments~~ ***between July 1, 2015 and June 30, 2018,***

and ~~up to Three Hundred Nineteen Thousand Six Hundred Eighty ($319,680)~~ ***Three Hundred Eleven Thousand Nine Hundred Forty-Four Dollars ($311,944)*** of which ~~will be~~ ***was*** expended for the period of July 1, 2018 through June 30, 2019~~, unless additional compensation is approved pursuant to Section 1.8~~. ~~Another~~ ***The remaining amount of*** up to Three Hundred Six Thousand Seven Hundred Sixty Dollars ($306,760) is authorized to be expended for the period of July 1, 2019 through June 30, 2020, unless additional compensation is approved pursuant to Section 1.8.

B. **Exhibit "C" (Schedule of Compensation) is hereby amended as follows**:

I. City shall pay Consultant the *additional* 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 220th 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:

Position	# of Crossing Guards / Field Supervisors	Rate	Hours per school day	School Days	Sub-budget
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.

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.

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.

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.

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 No. 3, all provisions of the Agreement 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 this Amendment No. 3 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. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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 No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 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
[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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
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.

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_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE