

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the **CITY OF CARSON** ("City") and American Guard Services, Inc., a California Corporation ("Consultant"), is effective as of the ____ day of _____, 2020.

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. Effective May 1, 2019, City and Consultant entered into Amendment No. 1 to the Agreement ("Amendment No. 1") authorizing a total of 88 additional weekly security hours for the intended purpose of providing 24-hour security at the Corporate Yard, commencing on 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.

D. It has since been determined that in order to provide 24-hour security at the Corporate Yard, Consultant must actually provide 168 hours of additional weekly security hours over the amount authorized in the original Agreement, or 80 more security hours than the amount authorized pursuant to Amendment No. 1.

E. From commencement of the Agreement until May 31, 2019, Consultant provided the City with an unauthorized fourth security officer who provided coverage at the Community Center. Additionally, throughout the term of the Agreement, the field supervisor worked unauthorized overtime hours to provide security coverage at City Hall and the Community Center. City paid for these unauthorized services in FY 18-19 out of funds that had been budgeted for FY 19-20 security services, at the normal rates provided under the Agreement.

F. City and Contractor now desire to enter into this Amendment No. 2 to, among other things: (1) retroactively authorize the services of the fourth security officer at the Community Center for the period of June 1, 2018 through May 31, 2019; (2) retroactively authorize payment for the overtime hours worked by the supervisor at the normal rates provided under the Agreement; and (3) authorize an additional 80 hours of security services per week in

order to provide 24-hour security at the Corporate Yard, commencing May 1, 2019, and continuing through the Term of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (deletions shown in ~~strike through~~ 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 total compensation, including reimbursement for actual expenses, shall not exceed ~~Six Hundred Fifty Eight Thousand, Seven Hundred Ninety Seven Dollars and Forty Cents (\$658,797.40)~~ ***Eight Hundred Seventy-Nine Thousand Eight Hundred Twenty-Two Dollars and Sixteen Cents (\$879,822.16)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. The last paragraph of Section 5.3 (Indemnification) of the Agreement is hereby amended as follows:

“Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities, ***including claims for unpaid overtime***, arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.”

C. 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~~ ***detailed below***.”

Upon commencement of Services under this Agreement (June 1, 2018) and continuing through ~~April 30, 2019~~**May 31, 2019**, the City's requirements *for City Hall and the Community Center* are for one supervisor/officer and ~~three~~ **four** unarmed security officers. ***Commencing June 1, 2019, and continuing through the term of this Agreement, the City's requirements for City Hall and the Community Center 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~~ **one hundred sixty-eight (168) total** weekly hours ***of security coverage at the Corporate Yard***, and ~~such additional service requirements are anticipated to continue~~**ing** through expiration of the term of this Agreement.

Notwithstanding the foregoing, the City's requirements may be increased or decreased at the City's discretion, provided a thirty-day advance notice is provided."

D. 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~~ **or termination** 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 ~~must will~~ be approved by the City ***in order to take effect***. 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, ***in accordance with Section 1.8 of the Agreement.***"

E. 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~~**May 31, 2019**, all hours shall be worked by ***one supervisor/officer and three (3) four (4)*** 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. ***Notwithstanding the foregoing, commencing on June 1, 2018, and continuing until [the effective date of Amendment No. 2 to this Agreement], the supervisor may work hours outside of the foregoing parameters as needed to cover Consultant's security obligations***

hereunder, but thereafter shall not exceed eight-hour shifts or a total of 40 hours per week. Commencing June 1, 2019, the number of security officers for City Hall and the Community Center shall decrease by one, as set forth in subsection A of this Section. All hours worked at any City facility during the term of this Agreement shall be billed to the City at the rates provided in Exhibit “C-1”.

Commencing May 1, 2019 and continuing through the term of this Agreement, Consultant, in addition to providing the security officers for City Hall and the Community Center in accordance with the foregoing paragraph, there shall ~~provide~~ be 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, as necessary to working provide a collective total of 88 168 weekly hours of security coverage at the Corporate Yard. with shifts not to Shifts shall not exceed eight (8) hours, and each security officer shall not work more than 40 hours per week. Services shall be provided seven (7) days per week, Monday through Sunday. Effective May 1, 2019, with shifts shall be structured so as to ensure 24/7 security coverage of the Corporate Yard. Hours of work shall be worked as assigned by the City.”

F. 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	\$145,600.00 \$186,931.34
B. Year 2: June 1, 2019 through May 31, 2020	\$242,348.72 \$327,167.62
C. Year 3: June 1, 2020 through May 31, 2021	\$270,848.68 \$365,723.20
Total first three years:	\$658,797.40 \$879,822.16
D. Year 4 (at City’s sole option): June 1, 2021 through May 31, 2022	\$188,448 \$391,368.50
E. Year 5 (at City’s sole option): June 1, 2022 through May 31, 2023	\$188,448 \$391,368.50

”

G. 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 \$658,797.40 \$879,822.16 as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement (as amended by Amendment No. 1) 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.

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 No. 2, City is not in default of any material term of the Agreement, and 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 No. 2, Contractor is not in default of any material term of the Agreement, and 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 Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 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
[ltf; 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 _____, 2020 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	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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<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 _____