

**SEVENTH AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF  
REDONDO BEACH AND UNIVERSAL PROTECTION SERVICE, LP.**

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Seventh Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Universal Protection Service, LP, a California limited partnership ("Contractor").

WHEREAS, on November 15, 2011, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, and Exhibits "B" and "C", to extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, on December 6, 2016, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018 to add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36, respectively effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name Cypress Private Security, LP, a California Limited Partnership; and

WHEREAS, on May 15, 2018, the City and Cypress Private Security, LP, a California Limited Partnership ("Cypress Private Security") entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the hourly rate to \$22.29 and the

overtime/holiday rate to \$33.43 and provide a total limit on the Cypress Private Security's compensation in the amount of \$424,148.50; and

WHEREAS, on June 18, 2019, City, Cypress Security, LLC, and Cypress Private Security entered into a Consent to Assignment to assign the Agreement to Contractor; and

WHEREAS, on November 19, 2019, City and Universal Protection Service, LP, entered into a Sixth Amendment extending the Agreement to June 30, 2020 and reaffirming the hourly overtime/holiday rates, and effective July 1, 2019, increase the hourly rate to \$22.29 to provide a total limit on the Contractor's compensation in the amount of \$424,148.50; and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **Services.** Exhibit "A" of the Agreement is hereby amended to add electronic monitoring and reporting, utilizing the Heliaus Reporting System, further described in Exhibit "A-1" which is attached hereto and incorporated by reference.
2. **Term.** Exhibits "B" through "B-6" of the Agreement are hereby amended to add Exhibit "B-7", which extends the Agreement to June 30, 2022. Exhibit "B-7" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-7".
3. **Compensation.** Exhibits "C" through "C-6" of the Agreement are hereby amended to add Exhibit "C-7" to increase the hourly rate for security to \$24.60 and overtime/holiday rate of \$36.90, and adding a Heliaus Reporting System at a rate of \$150.00 monthly, providing a total limit on the Contractor's compensation in the amount of \$617,618.54. Exhibit "C-7" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
4. **No Other Amendments.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and this Seventh Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment,

Fifth Amendment, Sixth Amendment and this Seventh Amendment, the terms of this Seventh Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment in Redondo Beach, California, as of this 1st day of June, 2021.

CITY OF REDONDO BEACH

UNIVERSAL PROTECTION SERVICE,  
LP

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "A-1"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

Contractor shall provide on-site security to provide for the safety of passengers, vehicles, and facilities at the Redondo Beach Transit Center as outlined in the City's Request For Proposal (RFP) dated July 14, 2011, and Contractor's response dated August 16, 2011. The Contractor will implement measures for the protection of the transit customers, the community and transportation employees, as defined in Section VI. Performance Requirements and Standards of the RFP.

Contractor shall provide monitoring and reporting services which shall include electronic systems including but not limited to use of the Helias system.

The Redondo Beach Transit Center is located at 1820 Kingsdale Avenue just south of Artesia Blvd., adjacent to the South Bay Galleria Mall. The Transit Center is an intermodal transit terminal facility servicing the western portion of the South Bay region of Los Angeles County.

## REVOLUTIONIZING SECURITY

Inspired by the power of the sun and Helios, the sun god of Greek mythology, Allied Universal's proprietary HELIAUS® platform is the smart technology of tomorrow that places insight into the hands of your Security Professionals to better protect your people, brand, and assets.

Leveraging a sophisticated AI engine that uses powerful algorithms to generate risk-adverse recommendations, **HELIAUS® is a fundamental shift in integrated security solutions.**

Just as the sun is a renewable and constant energy source for life, HELIAUS® is the only integrated security solution using prescriptive analysis to make recommendations that improve decision-making and drive better outcomes for your business.

## TRANSFORM YOUR BUSINESS

With HELIAUS® at the center of your security operations your Security Professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively **create safer, more secure environments.**

## FEATURES

### User-Friendly Dashboards

Real-time data visualization for easy processing of information and identification of trends and/or exceptions.

### Zone-Based Site Controls

Safety and security needs are segmented by custom zone models of your property for tailored response and AI recommendations.

### Automated Post Orders

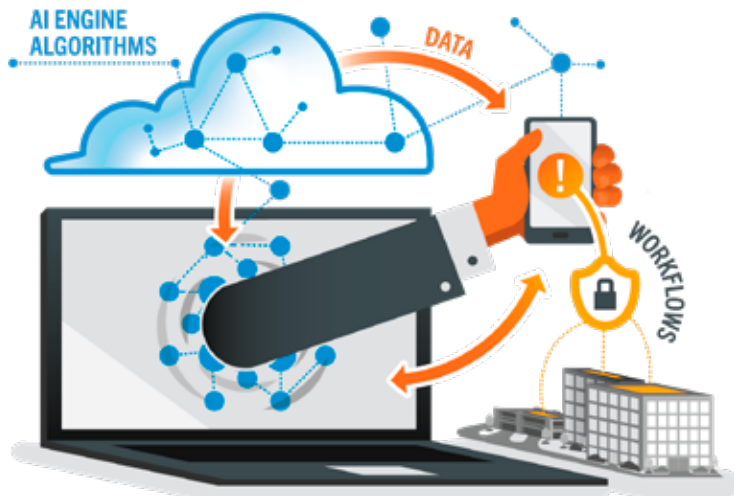
Digitize the paper trail, increase efficiency, and enhance security operations with automated post orders. Security Professionals receive tour orders, have immediate access to important site information, and record daily activity directly in their HELIAUS® mobile device.

### Smart Sensors

Automatically trigger zone-specific points using beacon and GPS technology that ensure Security Professionals are situationally engaged whether indoors or outdoors.

### Dynamic Tours

The "give and get" system shares information and action in real-time to ensure Security Professionals are always situationally engaged. Tasks and actions are fully defined in every zone they enter and the system automatically prompts them on what to look for and how to actively respond.



## ACHIEVE RESULTS YOU WANT

Knowing the right action and response is security ROI.

- Improved Safety
- Reduced Liability
- Rapid Response
- Better Compliance
- Brand Enhancement

## THE INSIGHTS YOU NEED

### OPERATIONS TEAM

- View Sitemaps
- Customize Workflows
- Analyze Trends
- Create Reports
- Track Compliance

### SECURITY PROFESSIONAL

- Access to Real-Time Data
- Proactively Mitigate Risks
- Swiftly Respond to Incidents

### REMOTE OPERATIONS

- Control Access
- Generate Virtual Tours
- Protect the Perimeter

## CONTINUOUS VALUE

It is not a tour, reporting, or incident management system. HELIAUS® is an all-encompassing, adaptable workforce management solution.

With prescriptive analytics driving action, HELIAUS® transforms insight into safety and security ROI.

## **EXHIBIT “B-7”**

### **SCHEDULE FOR COMPLETION**

**Term.** The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022, on a month-to-month basis, unless otherwise terminated as herein provided.

**EXHIBIT "C-7"**

**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- 1. **AMOUNT.** Contractor shall be paid in accordance with the following schedule

Effective Period Month-to-Month	Services	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2021 to June 30, 2022	Security	\$24.60	\$36.90

		Monthly Rate
July 1, 2021 to June 30, 2022	Heliaus Reporting System	\$150.00

- 2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$617,618.54 during the entire term of the Agreement.
- 3. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- 4. **SCHEDULE FOR PAYMENT.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice provided, however, that services are completed to the City's full satisfaction.
- 5. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Allied Universal Security Services  
1515 W. 190th St, Suite 400  
Gardena, CA 90248  
Attention: Enrique Tizoc

City: City of Redondo Beach  
Community Services Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Joyce Rooney, Transit Manager



All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.