THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND SECTRAN SECURITY, INCORPORATED

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sectran Security, Incorporated, a California corporation ("Contractor" or "Consultant").

WHEREAS, on July 5, 2022, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on March 21, 2023, the parties entered into the First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, on February 20, 2024, the parties entered into a Second Amendment to the Agreement (the "Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement to effectuate a fee increase and update the notice provisions.

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 amendment to the Agreement:

- 1. **COMPENSATION**. Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2", is hereby further amended to add Exhibit "C-3", which stipulates a five (5%) percent increase in the fee for cash processing and transportation effective May 1, 2025, and updates the notice provisions. Exhibit "C-3" is attached hereto and incorporated by this reference. Contractor shall continue to be compensated for the services described in Exhibit "A" of the Agreement.
- 2. **INSURANCE REQUIREMENTS FOR CONTRACTORS**. Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1", which sets forth revised minimum insurance requirements for the Contractor, including increased general liability limits. Exhibit "D-1" is attached hereto and incorporated by this reference. Contractor shall comply with the insurance requirements described in Exhibit "D-1".
- 3. **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, and this Third 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, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation

SECTRAN SECURITY, INCORPORATED, a California corporation

	DocuSigned by:
	Kony Gliaby
By:	
By: Name:	Kony Ghaby
Title:	Director of Operations

James A. Light, Mayor

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "C-3"

COMPENSATION

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

- 1. **AMOUNT**. Contractor shall be paid as follows. The fees listed below reflect a five percent increase over the fees in Exhibit "C-2".
 - a. <u>Scheduled Pick and Delivery Days</u>. Effective May 1, 2025, Contractor shall be paid in accordance with the table set forth below.

SECTRAN BRANCH	UNIT # / LOCATION	FEE for SERVICE
BRANCH		FEE IOI SERVICE
	City of Redondo Beach	
Pico	<u>1922 Artesia Blvd.</u>	<u>\$188.66 per month</u>
	Redondo Beach, CA. 90277	Plus, Gas surcharge
	City of Redondo Beach	
	715 Julia Street	<u>\$198.79</u> per month
	Redondo Beach, CA. 90277	Plus, Gas surcharge
	City of Redondo Beach	
	200 Portofino Way	<u>\$31.76</u> per day
	Redondo Beach, CA 90277	Plus, Gas surcharge

- b. <u>Non Scheduled Pick and Delivery Days</u>. Contractor shall be paid \$40.43 a day for any nonscheduled pickup and delivery day.
- c. <u>Gas Surcharge</u>. Contractor may adjust the monthly fuel fee based on average California diesel prices as measured and published by the Department of Energy (<u>WWW.EIA.DOE.GOV</u>). Contractor's established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e., if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). Each party will be able to monitor and keep track of the adjustments easily. The fuel fee rate change reflected on the invoice will be based on national average diesel prices published on the Department of Energy Website. The calculation is the average of the California prices for the first four Mondays of the month rounded to the next cent. The table is for reference only and as such, does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)	
\$4.91	\$5.00	\$0.10	18.00%	
\$4.81	\$4.90	\$0.10	17.50%	
\$4.71	\$4.80	\$0.10	17.00%	
\$4.61	\$4.70	\$0.10	16.50%	
\$4.51	\$4.60	\$0.10	16.00%	
\$4.41	\$4.50	\$0.10	15.50%	
\$4.31	\$4.40	\$0.10	15.00%	
\$4.21	\$4.30	\$0.10	14.50%	
\$4.11	\$4.20	\$0.10	14.00%	
\$4.01	\$4.10	\$0.10	13.50%	
\$3.91	\$4.00	\$0.10	13.00%	
\$3.81	\$3.90	\$0.10	12.50%	
\$3.71	\$3.80	\$0.10	12.00%	
\$3.61	\$3.70	\$0.10	11.50%	
\$3.51	\$3.60	\$0.10	11.00%	
\$3.41	\$3.50	\$0.10	10.50%	
\$3.31	\$3.40	\$0.10	10.00%	
\$3.21	\$3.30	\$3.30 \$0.10		
\$3.11	\$3.20	\$0.10	9.00%	
\$3.01	\$3.10	\$0.10	8.50%	
\$2.91	\$3.00	\$0.10	8.00%	
\$2.81	\$2.90	\$0.10	7.50%	
\$2.71	\$2.80	\$0.10	7.00%	
\$2.61	\$2.70	\$0.10	6.50%	
\$2.51	\$2.60	\$0.10	6.00%	
\$2.41	\$2.50	\$0.10	5.50%	
\$2.31	\$2.40	\$0.10	5.00%	
\$2.21	\$2.30	\$0.10	4.50%	
\$2.11	\$2.20	\$0.10	4.00%	

Minimum	Maximum	Per Gallon	Fee (%)
\$2.01	\$2.10	\$0.10	3.50%
\$1.91	\$2.00	\$0.10	3.00%
\$1.81	\$1.90	\$0.10	2.50%
\$1.71	\$1.80	\$0.10	2.00%
\$1.61	\$1.70	\$0.10	1.50%
\$1.51	\$1.60	\$0.10	1.00%
\$1.41	\$1.50	\$0.10	0.50%
\$1.31	\$1.40	\$0.10	0.00%

- METHOD OF PAYMENT. Contractor shall provide monthly invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must provide, location of the branch, date of services, fee for service, amount of gas surcharge (receipt must be attached). Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- 3. **SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty days of its receipt of the monthly invoice.
- 4. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to or personally served on the following parties.

<u>Contractor</u> :	Sectran Security, Incorporated 7633 Industry Avenue Pico Rivera, CA 90660 Attention: Darius Barfatani
<u>City</u> :	City of Redondo Beach Community Services Department 1922 Artesia Blvd. Redondo Beach, CA 90278

Attention: Kelly Orta

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. 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 in accordance with this section.

EXHIBIT "D-1"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The \$4 million general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

General Aggregate: \$4,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate limit shall apply separately.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

							SE	CTR-1		OP ID: JS
Ą	CORD [®]	ER	TI	FICATE OF LIA	BIL	ITY INS	SURAN	CE		(MM/DD/YYYY) / 20/2024
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
	DUCER ociated Insurance Services		860	-793-9601	CONTA NAME:	^{c⊤} Associat	ted Insuran	ce Services		
	West Main Street				PHONE (A/C, No	_{o, Ext):} 860-79	93-9601	FAX (A/C, No)	860-7	47-3580
P.O.	Box 630 nville, CT 06062-0630				E-MAIL ADDRE	SS:				
	ociated Insurance Services					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
					INSURE	RA: Philade	Iphia Insur	ance Company		18058
INSU	RED ran Security, Inc.				INSURE	RB: The Ha	rtford			29424
17633	B Industry Avenue				INSURE	_{RC:} AXIS In	surance Co	ompany		37273
Pico	Rivera, ČA 90660						oint Specia	Ity Insuranc		38776
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INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	s	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		PHPK2624827		11/22/2024	11/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMP/OP AGG	\$	2,000,000
								Emp Ben.	\$	1,000,000
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	Χ ΑΝΥ Αυτο	x		02ABOI4326		11/22/2024	11/22/2025	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
С	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	2,000,000
	EXCESS LIAB CLAIMS-MADE	x		P-001-000991666-03		11/22/2024	11/22/2025	AGGREGATE	¢	2,000,000
	DED RETENTION \$							AGGREGATE	¢	
в	WORKERS COMPENSATION							PER OTH- STATUTE ER	Ψ	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			02WEOI4328		11/22/2024	11/22/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?	N / A					E.L. DISEASE - EA EMPLOYEI	Ť	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		1,000,000
D	Excess Umbrella			TXS-000245-34		11/22/2024	11/22/2025	\$2MExcess	J.J.	3,000,000
E	Cash in Transit			B1161 K24U1711		08/27/2024	08/27/2025	CIT Limit		1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (See Attached)										
CE	CERTIFICATE HOLDER CANCELLATION									
City of Redondo Beach City Hall 415 Diamond Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Redondo Beach, CA 90277				Associated Insurance Services						

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NOTEPAD:	HOLDER CODE INSURED'S NAME Sectran Security, Inc.	SECTR-1 OP ID: JS	PAGE 2 Date 11/20/2024
The City, Its	officers, elected and appointed official	s. employees, and	

The City, Its officers, elected and appointed officials, employees, and volunteers shall be covered as additional insureds with respect to general liability, auto liability and excess liability coverage for work performed by or on behalf of the contractor. Coverage is on a primary and non contributory basis. 30 Day notice of cancellation required for any policy.