

**FIFTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND CYPRESS PRIVATE SECURITY, LP**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Private Security, 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, 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 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, 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. **Term.** Exhibits "B" through "B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to December 31, 2019. Exhibit "B-5" is attached hereto and incorporated by reference. Contractor



shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-5".


2. **Compensation.** Exhibits "C" through "C-4" of the Agreement are hereby amended to add Exhibit "C-5" effective July 1, 2018, to 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, to provide a total limit on the Contractor's compensation in the amount of \$424,148.50. Exhibit "C-5" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".

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, Third Amendment, Fourth Amendment, and this Fifth 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, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.



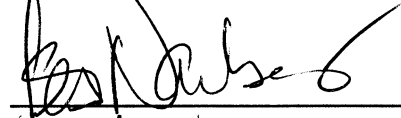
IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 15th day of May, 2018.

CITY OF REDONDO BEACH



William C. Brand, Mayor

CYPRESS SECURITY, LLC

By: 


Name: Alex Narbuto
Title: CEO

ATTEST:




Eleanor Manzano, City Clerk

APPROVED:



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended to December 31, 2019, unless otherwise terminated as herein provided.



EXHIBIT "C-5"

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	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2018 to June 30, 2019	\$20.85	\$31.27
July 1, 2019 to December 31, 2019	\$22.29	\$33.43

2. **Not to Exceed Amount.** In no event shall Contractor's compensation exceed \$81,148.50 from July 1, 2018 to December 31, 2019 for a limit on Contractor's compensation in the amount of \$424,148.50 during the entire term of the Agreement.
3. **Method of Payment.** Contractor shall provide invoices to City for approval and payment detailing the hours worked and services performed during the prior month. 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.
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 Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Cypress Private Security, LP
478 Tehama Street
San Francisco, CA 94103
Attention: Kes Narbutas, CEO

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.