

**EIGHTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND CYPRESS SECURITY, LLC**

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

WHEREAS, on November 15, 2011, the City and Cypress Security, LLC, a California limited liability company ("Cypress Security, LLC") are parties to that certain Agreement for Project Services between the City and Cypress Security, LLC (the "Agreement"); and

WHEREAS, on November 6, 2012, City and Cypress Security, LLC entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Cypress Security, LLC to \$115,000; and

WHEREAS, on May 6, 2014, City and Cypress Security, LLC entered into the Second Amendment to the Agreement ("Second Amendment") to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Cypress Security, LLC to \$190,000; and

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

WHEREAS, on December 6, 2016, City and Cypress Security, LLC 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 regular hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36 effective July 1, 2017, and increase the limit for the Cypress Security, LLC'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 regular hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the regular 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 Universal Protection Service, LP, a California limited partnership ("Universal Protection Service") .

WHEREAS, on November 19, 2019, City and Contractor entered into a Sixth Amendment to extend the Agreement to June 30, 2021, and effective January 1, 2020, increase the regular hourly rate to \$24.34 and overtime/holiday rate to \$36.51 to provide a total limit on the Contractor's compensation in the amount of \$548,481.50; and

WHEREAS, on June 1, 2021, City and Contractor entered into a Seventh Amendment to add electronic monitoring and reporting, extend the Agreement to June 30, 2021, and increase the regular hourly rate to \$24.60 and overtime/holiday rate to \$36.90, and add monthly charge in the amount of \$150 to provide a total limit on the Contractor's compensation in the amount of \$617,618.54; and

WHEREAS, on May 12, 2022, Universal Protection Service notified the City that it has been operating under its fictitious business since the Consent to Assignment; 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. **PARTIES.** All prior references to Contractor subsequent to the Consent to Assignment shall refer to Universal Protection Service, LP, a California limited partnership dba Allied Universal Security Services.
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" through "B-7" of the Agreement are hereby amended to add Exhibit "B-8", which extends the Agreement to December 31, 2022. Exhibit "B-8" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibits "A" through "A-1" in accordance with the schedule set forth in Exhibit "B-8".
3. **COMPENSATION.** Exhibits "C" through "C-7" of the Agreement are hereby amended to add Exhibit "C-8" to reaffirm the monthly charge, and effective July 1, 2022, increase the hourly rate to \$27.59 and overtime/holiday rate to \$41.39 to provide a total limit on the Contractor's compensation in the amount of \$656,479.30. Exhibit "C-8" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibits "A" through "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, Seventh Amendment, and this Eighth 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, Seventh Amendment, and this Eighth Amendment, the terms of this Eighth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “B-8”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to December 31, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C-8"

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, 2022 to December 31, 2022	\$27.59	\$41.39

Effective Period	Monthly Charge for Heliaus Reporting System
July 1, 2022 to December 31, 2022	\$150

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$656,479.30 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, applicable hourly rate, monthly charge, 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: Universal Protection Service, LP,
dba 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.