

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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Security LLC, a Limited Liability Company ("Consultant").

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

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of 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. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to extend the Project completion date to June 30, 2014. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".
2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total amount paid to Consultant to \$115,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant 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 and First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

This is certified to be a true
and correct copy of the original
on file in this office.

DATED: 11/20/12

ATTEST: [Signature]
City Clerk of the City of Redondo
Beach, State of California

C-1111-118-1



IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 6th day of November, 2012.

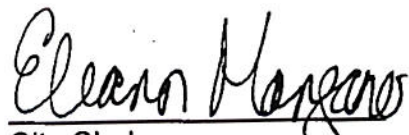
CITY OF REDONDO BEACH


Mayor

CYPRESS SECURITY, LLC

By: 
Name: WIS WEIN
Title: CEO

ATTEST:


City Clerk

APPROVED:


Risk Manager

APPROVED AS TO FORM:


City Attorney's Office

This is certified to be a true and correct copy of the original on file in this office.

DATED: 11/20/12

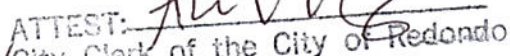
ATTEST: 
City Clerk of the City of Redondo Beach, State of California



EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

Project shall be completed by June 30, 2014, unless otherwise terminated as herein provided.

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DATED: 11/20/12

ATTEST: [Signature]

[Signature]
City Clerk of the City of Redondo
Beach, State of California

C-1111-116-1



EXHIBIT "C-1"
COMPENSATION

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

A. Amount:

1. Consultant shall be paid an hourly rate of \$16.90.
2. Notwithstanding the above, the total amount paid to Consultant shall not exceed \$115,000.

B. 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 Consultant within thirty (30) days of receipt of monthly invoices.

C. Method of Payment: Consultant shall provide invoices to City for approval and payment. Invoices must be adequately itemized, detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

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DATED: 11/20/12

ATTEST: [Signature]
City Clerk of the City of Redondo
Beach, State of California

