

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

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 Cypress Security LLC, a California Limited Liability Company ("Contractor").

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

WHEREAS, on November 6, 2012, the parties hereto 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 hereto 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, 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. **Modification of Terms.** Sections 7 and 14 of the Agreement shall be deleted, incorporated, and restated in their entirety as follows.

Section 7 Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

Section 14 Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner



arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
2. **Term**. Exhibits "B" through "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to December 31, 2016. Exhibit "B-3" 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-2".
3. **Compensation**. Exhibits "C" through "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the hourly rate paid to Contractor to \$18.46 and increase the limit for the Contractor's total compensation by \$75,000 for a total not to exceed amount of \$265,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
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, 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, and this Third Amendment, the terms of this Third Amendment shall govern.



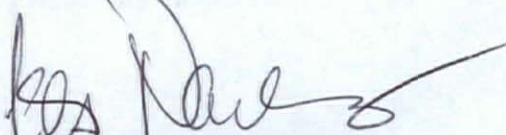
IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 19th day of May, 2015.

CITY OF REDONDO BEACH

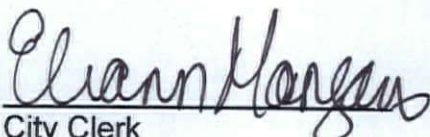


Mayor

CYPRESS SECURITY, LLC


By: 
Name: KEE NARDULAS
Title: CEO

ATTEST:



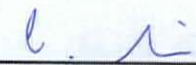
City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "B-3"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended for an eighteen month term, which shall commence on July 1, 2015 and expire December 31, 2016 ("Term"), unless otherwise terminated as herein provided.



EXHIBIT "C-3"

COMPENSATION

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

- A. **Amount.** Contractor shall be paid an hourly rate of \$18.46.
- B. **Not to Exceed Amount.** In no event shall Contractor's compensation exceed \$75,000 during the Term. Contractor's compensation shall not exceed \$265,000 during the cumulative term(s) of this Agreement.
- C. **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.
- D. **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.
- E. **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 Security LLC
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

