

AGREEMENT NO. 2022-160 (1)

AMENDMENT NO. (1) TO AGREEMENT NO. 2022-160

This **AMENDMENT NO. (1) TO AGREEMENT NO. 2022-160** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **TRANS-WEST SECURITY SERVICES, INC.**, a Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, On September 11, 2019, the City Council unanimously voted to pursue the immediate addition of private security patrols to the areas of the city most impacted by recent increases in crime; and

WHEREAS, in June 2022, the CITY issued a new Request for Proposals for high-visibility patrol services throughout the City of Bakersfield, and CONTRACTOR submitted a proposal acceptable to CITY; and

WHEREAS, on August 17, 2022, CITY and CONTRACTOR entered into Agreement No. 2022-160 for private security patrol services in an amount not to exceed amount of \$493,904.40 until June 30, 2023; and

WHEREAS, due to the continued need for patrol services, the CITY desires to continue utilizing high-visibility patrol services provided by CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR therefore desire to increase compensation by FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and extend the term of the agreement to June 30, 2024, to continue patrol services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 2022-160 entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:

2. COMPENSATION/PAYMENT PROCEDURE. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): On an hourly basis at the rate of \$32.98 per hour worked for regular hours, and \$46.17 per hour worked for overtime and holiday hours. Fuel costs are included in the rates above.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than NINE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED FOUR DOLLARS AND FORTY CENTS (\$993,904.40)) for performing the Scope of Work.

2. Section 3 of Agreement No. 2022-160 entitled "TERM" is hereby amended to read as follows:

3. TERM. Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2024.

3. Except as amended herein, all provisions of Agreement No. 2022-160 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2022-160 to be executed the day and year first above written.

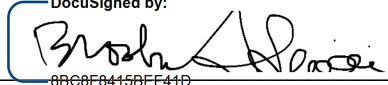
"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"CONTRACTOR"

TRANS-WEST SECURITY SERVICES, INC.

By:  _____
Print Name: Brooke Antonioni
Title: President/ CEO

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

DocuSigned by:

By: 72A04DF7CC804B4...
GREG TERRY
Chief of Police

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ASHLEY ZAMBRANO
Deputy City Attorney II

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director