

**SIXTH AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
CONTACT SECURITY, INC.**

1. PARTIES AND DATE.

This Sixth Amendment to the Services Contract Agreement (“Sixth Amendment”) is made and entered into this June 28, 2016, by and between the City of Rialto (“City”) and *Contact Security, Inc.* (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Sixth Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated July 9, 2013, (“Agreement”), whereby Contractor agreed to provide Security Guard and Patrol services to the City.

2.2 Amendment. City and Contractor entered into that certain First Amendment to the Services Contract Agreement dated June 10, 2014, to increase compensation, provide additional services at the Senior, Community and Fitness Centers and extend the contract agreement term for one additional year and increase the total compensation by \$306,495.80.

2.3 Amendment. City and Contractor entered into that certain Second Amendment to the Services Contract Agreement dated August 26, 2014, to increase compensation, provide services at the former site of the Rialto Municipal Airport and additional services at the Community Center and increase the total compensation by \$39,888.

2.4 Amendment. City and Contractor entered into that certain Third Amendment to the Services Contract Agreement dated January 13, 2015, to increase compensation, provide additional services at the former site of the Rialto Municipal Airport and the Community Center and increase the total compensation by \$27,385.40.

2.5 Amendment. City and Contractor entered into that certain Fourth Amendment to the Services Contract Agreement dated July 14, 2015, to extend the contract agreement term on a month-to-month basis from July 1, 2015 to September 30, 2015 and increase the total compensation by \$83,623.84.

2.6 Amendment. City and Contractor entered into that certain Fifth Amendment to the Services Contract Agreement dated September 22, 2015, to extend the contract agreement term on a month-to-month basis from October 1, 2015 to June 30, 2016 and increase the total compensation by \$232,974.69.

2.7 Amendment. City and Contractor desire to amend the Services Contract Agreement for the Sixth time to extend the contract agreement term on a month-to-

month basis from July 1, 2016 to September 30, 2016 and increase the total compensation by \$79,211.53.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall begin on July 1, 2016, and terminate on September 30, 2016, unless earlier terminated by the City Administrator either with or without cause upon thirty (30) days' prior written notice. The Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation shall not exceed \$1,046,573.12 (One Million, Forty-Six Thousand, Five Hundred and Seventy-Three Dollars and Twelve Cents) during a fiscal year, without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Sixth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Sixth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Sixth Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Sixth Amendment.

3.5 Counterparts. This Sixth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Corporate Authority. The persons executing this Sixth Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Sixth Amendment on behalf of said party, (iii) by so executing this Sixth Amendment, such party is formally bound to the

provisions of this Sixth Amendment and (iv) the entering into this Sixth Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
Deborah Robertson
Mayor

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

CONTRACTOR

By Contact Security, Inc., a California corporation
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one having authority binding Consultant to the terms of this Agreement.)

(This Agreement must be signed in the above space by one having authority binding Consultant to the terms of this Agreement.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____)
County of _____)ss

State of _____)
County of _____)ss

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

On _____
before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: