

**FIFTH AMENDMENT TO AGREEMENT FOR CROSSING GUARD SERVICES
BETWEEN THE CITY OF HERMOSA BEACH AND AMERICAN GUARD SERVICES**

This Fifth Amendment to the Agreement Between the City of Hermosa Beach and American Guard Services for crossing guard services is entered into by and between the CITY OF HERMOSA BEACH, a municipal corporation (“CITY”), and AMERICAN GUARD SERVICES, INC., a California corporation (“CONTRACTOR”), as of _____, 2020.

RECITALS

- A. CITY and CONTRACTOR are parties to an Agreement for crossing guard services dated August 22, 2017.
- B. CITY and CONTRACTOR entered into the First Amendment to the Agreement dated January 23, 2018 to increase the rate for actual guard services.
- C. CITY and CONTRACTOR entered into the Second Amendment to the Agreement dated October 23, 2018 to increase the rate for actual guard services and extend the term of the Agreement through June 30, 2019.
- D. CITY and CONTRACTOR entered into the Third Amendment to the Agreement dated June 11, 2019 to increase the rate for actual guard services and extend the term of the Agreement through June 30, 2020.
- E. CITY and CONTRACTOR entered into the Fourth Amendment to the Agreement dated February 25, 2020 to increase the number of crossing guard locations to 14, and acknowledge an increase in actual hours of guard services per day.
- F. CITY and CONTRACTOR now desire to amend the Agreement for a fifth time in order to engage and compensate the CONTRACTOR for one additional one-year term and specify the rate for actual guard services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended a fifth time as follows:

1. Section 1 of the Agreement entitled “TERM OF THE AGREEMENT” is amended to read as follows:

TERM OF THE AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2021, unless earlier termination occurs under Section 8 of this Agreement or this Agreement is extended in writing in advance by both parties.

2. Section 3 of the Agreement entitled “COMPENSATION” is amended to read as follows:

COMPENSATION. The CITY agrees to pay CONTRACTOR for services rendered pursuant to the Agreement the sum of \$26.80 per hour of actual guard services provided from July 1, 2020 through June 30, 2021. It is understood and agreed that the cost of providing 2.75 hours of crossing guard services per school day at 14 crossing locations from July 1, 2020 through June 30, 2021 shall not exceed \$200,000.

If, during the term of this Fifth Amendment, the State of California increases the minimum wage applicable to CONTRACTOR’S employees engaged in providing the CITY crossing guard services, CONTRACTOR shall notify the CITY in writing. A request by CONTRACTOR to increase the per hour rate for actual guard services due to a change in the applicable minimum wage shall be submitted to the CITY no less than ninety (90) days prior to the proposed effective date of the rate change.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

AMERICAN GUARD SERVICES, INC.

By _____
TITLE

CITY OF HERMOSA BEACH

By _____
CITY MANAGER

ATTEST:

CITY CLERK