

Project Name: Crowd Control Security Services

**SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
STAFF PRO, INC., d/b/a ALLIED UNIVERSAL EVENT SERVICES**

Contract No. 12908-2021

THIS SECOND AMENDMENT to the Agreement for Professional Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **STAFF PRO, INC., d/b/a ALLIED UNIVERSAL EVENT SERVICES** ("Consultant"), entitled Crowd Control Security Services and dated July 1, 2021 and amended July 1, 2023 (herein "Contract") is made this 12th day of September, 2023.

RECITALS

- A. First Amendment to contract extended the term through June 30, 2024.
- B. Section 3 of Contract, currently, and as may have been previously amended, provides for total compensation payable to Consultant not to exceed \$547,500.
- C. Increased usage of the Bank of America Performing Arts Center (BAPAC) theatres have surpassed anticipated activity levels which has led to greater costs for additional security staffing.
- D. City and Consultant desire to increase the total compensation amount by \$402,500 while keeping all other terms, as may have been previously amended, intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. \$402,500 is hereby added to the Contract and Section 3 (a) is hereby amended to read as follows:

Maximum and Rate. The total compensation payable to Consultant by City for the services under this agreement **SHALL NOT EXCEED** the sum of \$950,000.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following

basis:

In lump sum amounts per the bill rates set out in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein.

Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract, as may have been previously amended, shall remain the same.

IN CONCURRENCE AND WITNESS WHEREOF, the parties execute this Second Amendment to Contract as of the date set forth above.

CONSULTANT

By: Ty Richmond
Title: President

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Jonathan Serret, Cultural Affairs Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Assistant City Attorney