

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH REDWOOD PRIVATE SECURITY, LP**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of August 7, 2024 (“Effective Date”) by and between the City of San Bernardino, a charter city and municipal corporation (“City”) and Redwood Private Security, LP a limited partnership (“Consultant”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated October 18, 2023, for the purpose of providing security services (the “Master Agreement”).

B. WHEREAS, the City approved and funded a Park Ranger program to assist in securing City parks and providing a safe environment for community members.

C. WHEREAS, qualified personnel cannot be attained to fill this desired program.

D. WHEREAS, the Consultant can provide the City with a desired Park Ranger service at a reduced cost, parties now desire to amend the Master Agreement in order to change the scope of service and compensation of the Master Agreement.

E. WHEREAS, Park Ranger program funding will be used to pay the Consultant for the increased scope of service.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Master Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Scope of Service. The scope of service performed by the Consultant as described in Exhibit A, Scope of Work, will expand to include Park Ranger responsibilities (Exhibit B, Park Ranger Scope of Work). This will include patrols for all city parks and other park-related needs as determined by the City.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed Five hundred fifteen thousand one hundred and eighty-eight dollars (\$ 515,188), thereby increasing the total not to exceed compensation of the Master Agreement to the amount of two million four hundred twenty seven thousand

two hundred sixty four dollars (\$2,427,264). Work shall be performed at the rates set forth in the Master Agreement.

4. Full Force. Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

5. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH REDWOOD PRIVATE SECURITY, LP**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF SAN BERNARDINO

CONSULTANT

APPROVED BY:

**Jason Berckart, CPP
Chief Executive Officer**

**Rochelle Clayton
Acting City Manager**

Signature

APPROVED AS TO FORM:

Name

Best Best & Krieger LLP
City Attorney

Title