

# CITY OF RICHMOND CONTRACT AMENDMENT

<b>Department:</b>	<b>Project Manager:</b>
<b>Project Manager E-mail:</b>	<b>Project Manager Phone No:</b>
<b>P.R. No:</b>	<b>Vendor No:</b>
<b>P.O./Contract No:</b>	
<b>Description of Services:</b>	
<b>Amendment No. ____ modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b> <input type="checkbox"/> <b>Term, Payment Limit and Service Plan</b> <input type="checkbox"/> <b>Payment Limit and Service Plan</b> <input type="checkbox"/> <b>Term and Service Plan</b> <input type="checkbox"/> <b>Service Plan</b>	

The parties to this Contract Amendment do mutually agree and promise as follows:

1.     Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Business License No: \_\_\_\_\_ / Expiration Date: \_\_\_\_\_

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation,  
☐ individual dba as [specify:] \_\_\_\_\_  
☐ other [specify:] \_\_\_\_\_

2.     Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_, which **original** term commenced on \_\_\_\_\_ and terminates \_\_\_\_\_ with an **original** contract payment limit of \$ \_\_\_\_\_. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3.     Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

CONTRACTOR:

By \_\_\_\_\_

\_\_\_\_\_  
(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title:

By \_\_\_\_\_

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Title: \_\_\_\_\_

\_\_\_\_\_  
(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
City Attorney

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

\_\_\_\_\_.  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$\_\_\_\_\_. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$\_\_\_\_\_ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Amendment No. \_\_\_\_\_

P.O./Contract No. \_\_\_\_\_

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- ☐ Term Amendment (insert new termination date): \_\_\_\_\_
- ☐ Service Plan

**CITY OF RICHMOND**  
**Sanctuary City Compliance Statement**

The undersigned, an authorized agent of \_\_\_\_\_ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.


Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Business Entity:** \_\_\_\_\_

# EXHIBIT A-2

Prepared For: Date Submitted 10/30/2023	<b>City of Richmond Civic Center</b> 440 Civic Center Plaza #450 Richmond, CA 94806 <b>Lieutenant Carl Dean</b> <i>Richmond Police Department</i>  SITE LOCATION: 440 Civic Center Plaza #450 Richmond, Ca 94806   Contact: Anthony Morrell Client Manager Cell Phone: 925.230.7117 : Office: 510.839.4041 : Fax: 925.332.7271 <b>2024 Security Budget</b> Job # 145919	Total Weekly Hours <b>233.5</b>
---	--	---------------------------------------

		2024 Proposed Pay-Bill Rates*							
Hours Per Week	Personnel	Pay Rate	Bill Rate	OT/Holiday Bill Rate	Base Weekly Cost	Holiday Differential	Holiday Cost**	Base Monthly Cost	Base Annual Cost
40	Supervisor	\$ 20.00	\$ 35.03	\$ 52.55	\$ 1,401.20	\$ 26.27	\$ 1,891.62	\$ 6,088.21	\$ 73,058.57
31	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 1,031.63	\$ 24.96	\$ 1,797.04	\$ 4,482.45	\$ 53,789.37
24	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 798.68	\$ 24.96	\$ 1,797.04	\$ 3,470.28	\$ 41,643.38
30	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 998.36	\$ 24.96	\$ 1,797.04	\$ 4,337.85	\$ 52,054.23
21	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 698.85	\$ 24.96	\$ 1,797.04	\$ 3,036.50	\$ 36,437.96
30	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 998.36			\$ 4,337.85	\$ 52,054.23
21	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 698.85			\$ 3,036.50	\$ 36,437.96
13	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 432.62			\$ 1,879.74	\$ 22,556.83
16	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 532.46			\$ 2,313.52	\$ 27,762.26
7.5	Security Professional	\$ 19.00	\$ 33.28	\$ 49.92	\$ 249.59			\$ 1,084.46	\$ 13,013.56

<b>233.5</b>	Base Weekly Cost	\$ 7,840.59
	Base Monthly Cost	\$ 34,067.36
	Est. Medical Monthly Cost	\$ 3,452.11
	Est. Monthly Vacation Cost	\$ 924.65
	Est. Monthly Sick Pay Cost	\$ 380.22
	Est. Annual FUTA: (Federal Unemployment Tax Act) Cost	\$ 630.00
	Est. HeliAUS Device Billed as Incurred	\$ 199.00
	Est. Annual FUTA: (Federal Unemployment Tax Act) Cost	\$ 630.00
	<b>MONTHLY ESTIMATED COST</b>	<b>\$ 34,266.36</b>
	Base Annual Cost	\$ 408,808.35
	Est. Annual Holiday Cost	\$ 9,079.78
	<b>ANNUAL EST COST INCLUDED BILL AS INCURRED &amp; HOLIDAYS</b>	<b>\$ 420,906.13</b>

**\* 2024 Rates Increase**

Pay Increase \$1.00 per hour As Mandated Under the Newly Ratified Union Collective Bargaining Agreement Effective January 01, 2024

Included in Rate Items:

**Sick:** Up to five sick days per SP per year as stipulated in CBA (Estimated Average 40 hours used per employee per year for budget)

**Vacation:** The following is the schedule of maximum vacations as prescribed under the Union CBA and employees' anniversary dates;  
 1 year continuous services - 5 days (40 hours), 3 years continuous services - 10 days (80 hours), 6 years continuous services - 15 days (120 hours), 15 years continuous services - 20 days (160 hours)

**Medical:** Depending on employee electives as stipulated in CBA, Estimated Cost: Single (\$863.03), Emp. Plus 1 (\$1,601.05), Family (\$2,364.08)

Billed as Incurred Items:

**Holidays:** Nine (9) Union-recognized paid holidays (New Year's Day, MLK Day, President's Day, Labor Day, Juneteenth, Independence Day, Memorial Day, Thanksgiving, and Christmas Day as required under the Collective Bargaining Agreement. All time worked on these days are billed at Time and A Half Rate. Security Professional that are scheduled to work, but do not due to modified holiday schedules will be paid and bill at straight time.

**HeliAUS Device**  
 \$199.00

**FUTA:** (Federal Unemployment Tax Act) Cost will be \$63 per employee billed separately.  
 For more information please visit: <https://www.irs.gov/individuals/international-taxpayers/federal-unemployment-tax>  
 \$ 630.00

**SPECIAL COVERAGE REQUEST:** All Requests for additional coverage (not listed above) shall be billed at a rate of time and one half or a minimum of \$50 per hour

**NOTE:** Paid-parental-leave-ordinance will be billed as incurred should an employee use the benefit.

Client Name:/Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared For: Date Submitted 10/30/2023	<b>City of Richmond Library</b> 325 Civic Center Plaza Richmond, CA 94804 <i>Lieutenant Carl Dean</i> <i>Richmond Police Department</i>	Total Weekly Hours <div style="background-color: #4a7ebb; color: white; padding: 5px; font-weight: bold; font-size: 1.2em;">54</div>
---	---	---

SITE LOCATION:

**325 Civic Center Plaza**  
**Richmond, Ca 94804**

There for you.

Contact: Anthony Morrell Client Manager  
Cell Phone: 925.230.7117 : Office: 510.839.4041 : Fax: 925.332.7271

**2024 Security Budget**  
 Job # 220084

2024 Proposed Pay-Bill Rates*							
Hours Per Week	Personnel	Pay Rate	Bill Rate	OT/Holiday Bill Rate	Base Weekly Cost	Base Monthly Cost	Base Annual Cost
40	Security Professional	\$ 18.15	\$ 32.54	\$ 48.81	\$ 1,301.72	\$ 5,655.96	\$ 67,871.58
12	Security Professional	\$ 18.15	\$ 32.54	\$ 48.81	\$ 390.52	\$ 1,696.79	\$ 20,361.47
2	Security Professional OT	\$ 27.23	\$ 48.81	\$ 73.22	\$ 97.63	\$ 424.20	\$ 5,090.37

54

Base Weekly Cost	\$ 1,789.86
Base Monthly Cost	\$ 7,776.95
Est. Medical Monthly Cost	\$ 863.03
Est. Monthly Vacation Cost	\$ 488.14
Est. Monthly Sick Pay Cost	\$ 162.71
Est. Monthly HeliAUS Device Billed as Incurred	\$ 199.00
Est. Annual FUTA: (Federal Unemployment Tax Act) Cost	\$ 189.00
<b>MONTHLY ESTIMATED COST</b>	<b>\$ 7,975.95</b>
Base Annual Cost	\$ 93,323.42
<b>ANNUAL EST COST INCLUDED BILL AS INCURRED &amp; HOLIDAYS</b>	<b>\$ 95,900.42</b>

**\* 2024 Rates Increase**

**Pay Increase \$1.00 per hour As Mandated Under the Newly Ratified Union Collective Bargaining Agreement Effective January 01, 2024**

Included in Rate Items:

**Sick:** Up to five sick days per SP per year as stipulated in CBA (Estimated Average 40 hours used per employee per year for budget)

**Vacation:** The following is the schedule of maximum vacations as prescribed under the Union CBA and employees' anniversary dates;  
 1 year continuous services - 5 days (40 hours), 3 years continuous services - 10 days (80 hours), 6 years continuous services - 15 days (120 hours), 15 years continuous services - 20 days (160 hours)

**Medical:** Depending on employee electives as stipulated in CBA, Estimated Cost: Single (\$863.03), Emp. Plus 1 (\$1,601.05), Family (\$2,364.08)

Billed as Incurred Items:

**Holidays:** Nine (9) Union-recognized paid holidays (New Year's Day, MLK Day, President's Day, Labor Day, Juneteenth, Independence Day, Memorial Day, Thanksgiving, and Christmas Day as required under the Collective Bargaining Agreement. All time worked on these days are billed at Time and A Half Rate. Security Professional that are scheduled to work, but do not due to modified holiday schedules will be paid and bill at straight time.

**FUTA:** (Federal Unemployment Tax Act) Cost will be \$63 per employee billed separately.  
 For more information: <https://www.irs.gov/individuals/international-taxpayers/federal-unemployment-tax>  
 \$ 189.00

**HeliAUS Device**  
 \$199.00

**SPECIAL COVERAGE REQUEST:** All Requests for additional coverage (not listed above) shall be billed at a rate of time and one half or a minimum of \$50.00 per hour

**NOTE:** Paid-parental-leave-ordinance will be billed as incurred should an employee use the benefit.

Client Name:/Signature: \_\_\_\_\_

Date: \_\_\_\_\_