

**CITY OF FULLERTON  
AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH  
EXECUTIVE EVENT SERVICES**

THIS AMENDMENT NUMBER FOUR ("Amendment") to the Professional Services Agreement is made and entered on this 16 day of August 2022, by and between the CITY OF FULLERTON ("City"), and EXECUTIVE EVENT SERVICES or EES ("Consultant" or "Contractor").

**RECITALS**

A. On November 20, 2018, the City and Consultant executed a Professional Services Agreement ("Agreement") for the provision of security services at certain specified facilities for a term of two years with three optional one-year extensions.

B. On October 27, 2020, the City and Consultant entered into Amendment Number One dated October 21, 2020, expanding the provision of security services to two additional facilities plus any other facility wherein a need for compliance with health and safety guidelines resulting from the onset of the COVID-19 pandemic may present itself.

C. On January 20, 2021, the City and Consultant entered into Amendment Number Two executing the first optional term extension through December 31, 2021, and increasing the hourly rates due to minimum wage increases mandated by the State.

D. On December 21, 2021, the City and Contractor exercised the second optional term extension through November 20, 2022.

E. On June 21, 2022, the City and Consultant entered into Amendment Number Three establishing Contractor rates through November 20, 2023, updating the method of billing, and clarifying that Contractor shall not be compensated for services outside the scope of services in the Agreement unless pre-approved in writing by the City Manager.

F. City now seeks to expand the scope of service to add the provision of security at the Hunt Library and to further provide the City Manager authority to add security to any additional City facility which, in the City Managers sole discretion, may require additional security.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Section I of the Agreement, "Contractor's Services," is amended to add to the scope of services provided the provision of security services at the Hunt Library located at 201 S Basque, Fullerton, CA 92833 as well as any other facility wherein the City Manager, in his or her sole discretion, determines that public health and safety necessitate a need for security. Consultant shall provide security services at the discretion and for the operating hours specified by the City Manager, in his or her sole discretion, including, if requested, 24 hours per day, seven days per week.

2. Section II of the Agreement "Term" is amended to exercise the third and final option to extend the term of the Agreement which shall now expire on November 20, 2023.

3. Section III of the Agreement "Compensation" is amended to clarify that holiday rates apply only for the holidays identified in Exhibit "B" of the Professional Services Agreement. Regular rates apply for all other service hours.

4. The Agreement is amended to insert Section XXVIII as follows:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the City determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

Contractor shall immediately notify City in writing upon being subjected to Economic Sanctions or upon being charged by a government agency of conducting prohibited transactions within the meaning of Executive Order N-6-22.

5. Except as set forth in this Amendment, all terms and provisions of the Agreement, as amended, shall remain in full force and effect.

6. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts together with the Agreement, Amendment One, Amendment Two, and Amendment Three shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF FULLERTON

\_\_\_\_\_  
Eric J. Levitt, City Manager

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

EXECUTIVE EVENT SERVICES

  
Bobby Slater, Vice President

Date: 8/9/2022

APPROVED AS TO FORM

\_\_\_\_\_  
Richard D. Jones, City Attorney

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