

**SECOND AMENDMENT TO SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
BASTION SECURITY SERVICES
FOR UNARMED SECURITY PATROL SERVICES**

This Second Amendment to Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and BASTION SECURITY SERVICES ("CONTRACTOR"), a private patrol operator in the state of California.

WHEREAS, CITY and CONTRACTOR entered into an Agreement on March 22, 2024, whereby CONTRACTOR would provide unarmed security patrol services ("Agreement"); and

WHEREAS, CITY and CONTRACTOR entered into a First Agreement on April 3, 2025, to modify compensation to not exceed \$175,000 and exercise the first out of three (3) one-year options to extend the term of the Agreement; and

WHEREAS, CITY and CONTRACTOR desire to increase the maximum compensation and exercise the second one-year option to further extend the term of the Agreement; and

NOW, THEREFORE, CITY AND CONTRACTOR ENTER INTO THIS SECOND AMENDMENT TO SERVICES AGREEMENT:

1. Section 3 entitled "Time for Performance" is hereby amended in its entirety to read as follows:

3. Time for Performance

The term of this Agreement shall be from May 15, 2024, through May 14, 2027, unless otherwise terminated in accordance with Section 16 below. Contract may be renewed for up to one (1) additional one-year period at the sole option of the City.

2. Section 4 entitled "Compensation" is hereby amended in its entirety to read as follows:

4. Compensation

In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outlined in Exhibits "B", "B-1" and "B-2". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

3. Exhibit B-2, attached hereto, is hereby added to and incorporated into the Agreement.

4. All other terms and conditions remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

BASTION SECURITY SERVICES
("CONTRACTOR")

By _____
City Manager

By _____

ATTEST:

Name and Title

By _____
City Clerk

By _____

APPROVED AS TO FORM:

Name and Title

By _____
City Attorney

**Exhibit B-2
Compensation Schedule
(Effective 5/15/2026 to 5/14/2027)**

Hourly Labor Rate:

Security Patrol Services (unarmed)	\$36.29 per hour
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