

**AMENDMENT NO. TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH SAFEROCK FOR
RESTROOM SECURITY SERVICES**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. Two”) is made and entered into as of this 10th day of March, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and SafeRock, a California corporation (“Consultant”), whose address is 26052 Marguerite Parkway, Mission Viejo, CA 92692, and is made with reference to the following:

RECITALS

- A. On April 15, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-9576-1) (“Agreement”) to provide restroom security services (“Project”).
- B. On April 10, 2025, City and Consultant entered into Amendment No. One to the Agreement (“Amendment No. One”) to extend the term of the Agreement to April 14, 2026.
- C. The parties desire to enter into this Amendment No. Two to extend the term of the Agreement to September 30, 2026, revise the Administration section, update City’s contact for notices, and to increase the total compensation for additional Services to be performed.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: “The term of this Agreement shall commence on the Effective Date, and shall terminate on September 30, 2026, unless terminated earlier as set forth herein.”

2. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: “City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant’s compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Sixty Thousand Dollars and 00/100 (\$160,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. Two,

including all reimbursable items and subconsultant fees, in an amount not to exceed **Forty Thousand Dollars and 00/100 (\$40,000.00)**.

3. ADMINISTRATION

Section 6 of the Agreement is amended in its entirety and replaced with the following: "This Agreement will be administered by The Municipal Operations Department. City's Director of Municipal Operations or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement."

4. NOTICES

Section 25.2 of the Agreement is amended in its entirety and replaced with the following: "All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Municipal Operations Director and Director of Public Works
Municipal Operation Department and Public Works
100 Civic Center Drive
Newport Beach, CA 92660"

5. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 2/24/2014

By:  ex
Aaron C. Harp
City Attorney 2-24-2014

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

CONSULTANT: SafeRock, a California corporation

Date: _____

By: _____
Mozhgan Tabibada
Chief Executive Officer, Chief Financial Officer, and Secretary

[END OF SIGNATURES]