

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN UNIVERSAL PROTECTION SERVICE, LP D/B/A ALLIED UNIVERSAL
SECURITY (formerly FIRST SECURITY SERVICES, A FIRST ALARM SECURITY &
PATROL INC. COMPANY) AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SHUTTLE SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on January 9, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Universal Protection Service, LP d/b/a Allied Universal Security (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with First Security Services, A First Alarm Security & Patrol Inc. Company for shuttle services with a term January 9, 2018 through January 8, 2019 and a total Agreement amount not to exceed \$104,048; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 12, 2018 via Amendment No. 1 to extend the term for an additional one (1) year period through January 8, 2020 with changes to the scope of work attached hereto as “Exhibit A-1 as per Amendment No. 1” and to add an additional \$120,000, thereby increasing the total Agreement amount to \$224,048; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 15, 2019 via Amendment No. 2 to extend the term for an additional two (2) year period through January 8, 2022 with changes to the billing rates attached hereto as “Exhibit A-2 as per Amendment No. 2” and to add an additional \$233,000, thereby increasing the total Agreement amount to \$457,048; and

WHEREAS, First Security Services, A First Alarm Security & Patrol Inc. Company assigned all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations on December 31, 2019 to Universal Protection Service, LP d/b/a Allied Universal Security who accepts the assignment and expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled. The County of Monterey consented to the foregoing assignment and assumption on November 2, 2021; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional one (1) year period through January 8, 2023 for a revised agreement term of January 9, 2018 through January 8, 2023 to allow for services to continue with revisions to the scope due to an increase in billing rates attached hereto as “Exhibit A-3 as per Amendment No. 3” with a \$146,000 increase for a total Agreement amount of \$603,048.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Wherever appearing in the Agreement, the term **CONTRACTOR** shall refer to **Universal Protection Service, LP d/b/a Allied Universal Security**, rather than to **First Security Services, A First Alarm Security & Patrol Inc. Company**.
2. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-2 plus EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$603,048."
3. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 9, 2018 through January 8, 2023 unless sooner terminated pursuant to the terms of this Agreement."
4. Paragraph titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
~~Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1.~~
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2.
Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 3."
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
6. A copy of this Amendment No. 3 shall be attached to the Agreement.
7. This Amendment No. 3 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 11/6/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 11/8/2021

CONTRACTOR

Universal Protection Service, LP
d/b/a Allied Universal Security

CONTRACTOR's Business Name
See instructions below

By: Emag
(Signature of: Chair, President, or Vice-President)

Eric McGarty - NW, Regional President

Name and Title

Date: November 3, 2021

By: Mike Smidt
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Mike Smidt - COO, West - North America

Name and Title

Date: 11/03/2021

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**Exhibit A-3 as per Amendment No. 3:
Revised Scope of Services/ Payment Provisions**

PAY RATE / BILLING RATE SCHEDULE

**Natividad Medical Center Shuttle
Salinas, CA**

1. **REQUIREMENT:**

Provide unarmed, uniformed professional security officers to enhance the security of the facilities by being highly visible, deter vandalism, and perform additional duties as may be described in the post orders.

2. **BILLING RATES: Jan 9, 2022**

CATEGORY	BILLING RATES
Security Professional Shuttle- 2022	\$28.41

3. **HOLIDAYS:** Allied Universal Security recognizes the following holidays. Security officers working on these days will be paid time and one/half. Client will be billed the overtime / holiday rate.

- New Year’s Day
- Independence Day
- Christmas Day
- Memorial Day
- Labor Day
- Presidents Day
- Thanksgiving Day

PAY RATE / BILLING RATE SCHEDULE

Natividad Medical Center Shuttle Salinas, CA

4. BUDGET ESTIMATE: Jan 9, 2022

CATEGORY	HOURS	BILLING RATE	WEEKLY COST	MONTHLY COST	ANNUAL COST
Security Professional Shuttle	70	\$28.41	\$1,988.70	\$8,617.70	\$103,412.40
Annual Vehicle Fee		\$16,200.00			\$16,200.00
Estimated Fuel Cost		\$1,898.67			\$1,898.67
TOTAL	70		\$1,988.70	\$8,617.70	\$121,511.07

Direct Bill Items

Holidays will be billed as incurred at 1.5 x regular rate