

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN FIRST SECURITY SERVICES, A FIRST ALARM SECURITY & PATROL INC.
COMPANY AND
NATIVIDAD MEDICAL CENTER
FOR
SHUTTLE SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on January 9, 2018 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and First Security Services, a First Alarm & Patrol Inc. Company (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide shuttle services with a term January 9, 2018 through January 8, 2019 and a total Agreement amount not to exceed \$104,048; and

WHEREAS, NMC and CONTRACTOR amended the Agreement to extend it on December 11, 2018 for an additional one (1) year period through January 8, 2020 with changes to the scope of work hereto attached as “Exhibit A-1” per Amendment No. 1” with a \$120,000 increase for a total Agreement not to exceed \$224,048; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through January 8, 2022 with minor adjustments to the CONTRACTOR billing rates hereto attached as “Exhibit A-2” per Amendment No. 2” with a \$233,000 increase for a total Agreement not to exceed \$457,048.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Paragraph titled “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, Exhibit B-2, Exhibit C-2, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$457,048.”
2. Paragraph titled “TERM OF AGREEMENT”, first sentence shall be amended to the following:
“The term of this Agreement is from January 9, 2018 through January 8, 2022 unless sooner terminated pursuant to the terms of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective January 9, 2020.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: ARB
Monterey County Deputy County Counsel

Date: 10-18-19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 10-18-19

CONTRACTOR

First Security Services, a First Alarm & Patrol Inc. Company

CONTRACTOR's Business Name

See instructions below

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

CAL HORTON PRESIDENT
Name and Title

Date: 10/28/19

By: [Signature]
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Garrett, CFO
Name and Title

Date: 10/8/19

*****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).



FIRST SECURITY SERVICES

A First Alarm Security &
Patrol Inc. company

CA PPO 11167

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San Jose, CA 95110
(408) 364-1110
(800) 400-1110
Fax: (408) 451-9857

Chris de Guzman, CPP
Chief Operating Officer
(408) 550-2424

cdeguzman@firstsecurityservices.com

Exhibit A-2 per Amendment No 2: Shuttle Service: for Natividad Medical Center Provided by First Alarm Security and Patrol, Inc.

I. Scope:

- a) Transporting all NMC Employees and Medical Staff from lower and upper parking areas.
- b) 5 Days (Monday – Friday) – Approximate times 6am to 8pm (14 hours day/70 hours per week)
- c) Shuttle drivers will pick up and drop off NMC-related passengers on a schedule (TBD) at designated pick up and drop off areas. The schedule will account for breaks and meal periods.
- d) 10 Passenger Van

II. Shuttle Driver Summary:

- a) All Shuttle Drivers will have California Guard Cards with criminal background checks done by the FBI and Department of Justice prior to license issuance
- b) All Shuttle Drivers will be 8 panel-drug tested prior to assignment and will be tested on a for cause basis once employed
- c) All Shuttle Drivers must successfully complete the First Alarm Security & Patrol Driver's Safety training course

III. In order for a driver to be approved, the following criteria must be met:

- a) Maximum of 1 moving violation in the last three years in combination with one at fault accident
- b) Maximum of 2 moving violations in the last 3 years with no at fault accidents
- c) Maximum of 2 at fault accidents in the last 3 years with no moving violations
- d) No speeding over 80 miles per hour
- e) All drivers must be licensed for at least 3 years

IV. Any driver with any of the following in the last 3 years is unacceptable:

- a) Suspension or revocation for other than failure to pay fines
- b) Driving under the influence of alcohol or drugs (Zero Tolerance)
- c) Careless driving
- d) Negligent homicide arising out of the use of a motor vehicle
- e) Operating during a period of revocation or suspension
- f) Using a motor vehicle for the commission of a felony
- g) Aggravated assault with a motor vehicle
- h) Operation of a motor vehicle without owners' authority
- i) Operating a motor vehicle while unlicensed
- j) Speed contests
- k) Any other criminal use of a motor vehicle

FY20-21 Monterey County Rates: Exhibit B-2 – Cost Estimates for First Alarm Shuttle Services

	Hours Per Week	Regular Bill Rate	Holiday and Overtime Rate	Weekly Estimate	8 Holidays Prorated Weekly	Weekly Vehicle Estimate	Annual Estimate
	70	\$26.22	\$ 39.33	\$1,835.40	\$20.17	\$ 1,856.13	\$95,964.66
Annual Staff Cost	\$ 95,964.65						
Annual Vehicle Fee	\$ 16,200.00						
Estimated fuel cost	\$ 1,698.67						
Grand Total	\$113,863.32						

FY21-22 Monterey County Rates: Exhibit C-2 – Cost Estimates for First Alarm Shuttle Services

	Hours Per Week	Regular Bill Rate	Holiday and Overtime Rate	Weekly Estimate	8 Holidays - Prorated Weekly	Weekly Vehicle Estimate	Annual Estimate
	70	\$ 27.53	\$41.30	\$1,927.10	\$ 21.17	\$1,948.94	\$100,759.53
Annual Staff Cost	\$ 100,75.53						
Annual Vehicle Fee	\$ 16,200.00						
Estimated fuel cost	\$ 1,698.67						
Grand Total	\$118,658.20						

- The holiday rate only applies to holidays worked/paid. Holidays will only be worked (paid/billed) when directed by NMC
- The above estimate includes all holidays worked, so the actual expense for holiday coverage may be less.
- NMC has the discretion to modify hours and days.
- Applies to both FY20-21 and FY21-22 Cost Estimates