

**AMENDMENT NO. 2
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)
COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
FOR
UNIFORMED SECURITY GUARD SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2021 is entered into by and between the County of Monterey (“County”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, 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 for Uniformed Security Guard Services with a term July 1, 2021 through June 30, 2022 and a total Agreement amount not to exceed \$4,500,000; 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, the Parties amended the Agreement via Amendment No. 1 to extend it for an additional one (1) year period through June 30, 2023 for a revised term of Agreement (July 1, 2021 through June 30, 2023) to allow for services to continue with no changes to the billing rates or to the total Agreement amount of \$4,500,000; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional one (1) year period through June 30, 2024 for a revised term of Agreement (July 1, 2021 through June 30, 2024) to allow for services to continue with no changes to the billing rates or scope of work and to add an additional \$1,800,000 for a revised total Agreement amount \$6,300,000.

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 except as specifically set forth below.

1. Section 4.1, “TERM OF AGREEMENT” shall be amended to the following:
“The term of the AGREEMENT(s) will be for a period of one (1) year (July 1, 2023 through June 30, 2024) for a revised term of Agreement (July 1, 2021 through June 30, 2024) with the option to extend the AGREEMENT for one (1) additional year period.”

2. Section 5.2, “COMPENSATION AND PAYMENTS” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Section 2.6. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$6,300,000.”
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 as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective July 1, 2023.

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**COUNTY OF MONTEREY (“COUNTY”),
FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A
COUNTY-OWNED AND OPERATED
ACUTE CARE FACILITY**

CONTRACTOR

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

CONTRACTOR’s Business Name

See instructions below

By: _____
Charles R. Harris, CEO

DocuSigned by:
By: Matthew Luther
F26065CC8962424...
(Signature of: Chair, President, or Vice-President)

Date: _____

Matthew Luther General Manager

Name and Title

Date: 5/8/2023 | 10:22 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 5/26/2023 | 2:40 PM PDT

DocuSigned by:
By: Jason Patterson
FA18BAGAG289441...
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Jason Patterson Client Manager

Name and Title

Date: 5/8/2023 | 11:00 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 5/30/2023 | 8:16 AM PDT

*****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).