

AMENDMENT #2 TO AGREEMENT A-13199

AMENDMENT #2 TO AGREEMENT A-13199 BY AND BETWEEN COUNTY OF MONTEREY AND URETSKY SECURITY

THIS AMENDMENT is made to AGREEMENT A-13199 for armed and unarmed security guards used to guard prisoners while they are hospitalized, by and between **URETSKY SECURITY**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this AGREEMENT on May 15, 2015, and subsequently amended the AGREEMENT with Amendment #1 on June 7, 2016; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the agreement and adjust pricing and to increase the total amount of the AGREEMENT due to the extended time and pricing changes of the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$273,000.00*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$382,000.00*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this AGREEMENT is from 05/15/2015 to 05/14/2018*" and replacing it with, "*The term of this AGREEMENT is from 05/15/2015 to 05/14/2019*".
3. EXHIBIT A – Scope of Services shall be amended by updating service delivery information as per EXHIBIT A3 Revised per Amendment #2 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 15, 2015.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Nicholas
Signature of Chair, President, or
Vice-President

Dated:

Nicholas Cine, Partner
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 9/29/17

Dated: 10-6-17

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 10/4/17

*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. 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. 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.

EXHIBIT-A3 to AGREEMENT A-13199

EXHIBIT-A3 TO AGREEMENT A-13199

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Uretsky Security, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide armed or unarmed uniformed security guard services for inmates of the Monterey County Jail and Adult Detention facility while inmates are hospitalized at medical facilities, as requested by the County.

GENERAL SCOPE PROVISIONS

- A.1 Armed/Unarmed Security guard services shall be provided in accordance with Sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.50 and 7583.12 of the California Business and Professions Code.
- A.2 CONTRACTOR's security guards shall be capable of performing duties independently, receiving general operational direction, and shall not require ongoing security by the County.
- A.3 The County has the right to decline services of a security guard at any time without stating a cause at that time, and CONTRACTOR shall, to the best of their ability, within two hours of receiving an oral request from the County. The County shall provide a follow up written report stating the cause leading to the refusal of security guard service within 15 days of the incident; and CONTRACTOR agrees if replacement guard is sent, they shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the County beyond charges for the original shift.
- A.4 Security Guards employed by CONTRACTOR shall be properly registered as Armed or Unarmed security guards with the State of California and licensed for weapons pursuant to the California Penal Code. Security guards employed by CONTRACTOR shall possess valid Guard registration card and if applicable, a valid Firearms Qualification card.
- A.5 As requested by the County, CONTRACTOR shall require key security guards and management staff to attend security and safety meetings conducted by the County at no cost to the County.

Uretsky Security-Guard Services

Amount: \$382,000

Term: 05/15/2015 to 05/14/2019

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- A.6 CONTRACTOR shall provide County with a primary contact for the administration of this agreement. CONTRACTOR shall provide contact people who shall be available by telephone during all hours Security guards are assigned for duty, to resolve any performance issues.
- A.7 CONTRACTOR shall ensure that security guards present a neat and business-like appearance. Security guards shall conduct themselves with courteous professionalism at all times.
- A.8 Guards are subject to background check and fingerprinting. Prospective armed guards shall execute and authorization to investigate, verify or release information upon request.
- A.9 CONTRACTOR shall provide County with a list of guards assigned to provide service to the Monterey County Sheriff's Office. For each guard, the following information shall be provided:
- A.9.1 Security Guard's Full Name
 - A.9.2 Security Guard's Date of Birth
 - A.9.3 CA State Bureau of Security Guard license number
 - A.9.4 Home address of guard, for the past three years, for background checks.
- A.10 CONTRACTOR shall update the County list of security guards as personnel changes are made.
- A.11 CONTRACTOR'S security guards providing services under this agreement are subject to State and Federal laws, rules and regulations regarding the confidentiality of information contained in departmental files and automated records. CONTRACTOR's security guards shall receive training by the County regarding confidentiality and conflicts of interest.
- A.11.1 Breach of confidentiality and/or conflict of interest laws rules and regulations by an assigned guard shall be grounds for replacement of that guard, and guard may also face possible civil and/or criminal action.
- A.12 CONTRACTOR shall provide the following upon request by County:
- A.12.1 Training programs provided to guard staff annually
 - A.12.2 Site assessment reports annually
 - A.12.3 Daily or weekly logs as requested by County

EXHIBIT-A3 to AGREEMENT A-13199

SPECIAL PROVISIONS FOR GUARDS WORKING FOR THE MONTEREY COUNTY SHERIFF'S OFFICE

- B.1 The degree of security needed for an inmate shall be determined by the County staff.
- B.2 All emergencies, including escapes, attempted escapes and disturbances shall be immediately reported to the on-duty jail supervisor.
- B.3 It is understood that CONTRACTOR may be unable to meet a request by the County for guard services. This will not jeopardize the CONTRACTOR's status with the County as a vendor.
- B.4 CONTRACTOR shall make all good faith efforts to replace security guard if guard becomes ill or is otherwise unable to complete the assigned shift. In the event CONTRACTOR is unable to secure an armed guard, CONTRACTOR shall supply an unarmed guard.
- B.5 CONTRACTOR'S security guards shall assure that visitors and inmates, who are inpatient, shall adhere to the visiting policies of the County.
- B.6 CONTRACTOR'S security guards shall report all visits to the County.

C. PAYMENT PROVISIONS

Payment shall be based upon satisfactory acceptance of each deliverable. The County will strive to get all bills processed and paid within thirty days. It is preferred that all invoices and statements be submitted to our electronic tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability or resources to use this system, County will accept hard copy invoices and statements addressed to the location below:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

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C.1 Compensation for uniformed security guard shall be at the rates outlined below:

	<u>Armed Security Guard</u>	<u>Unarmed Security Guard</u>
<u>Regular Rate</u>	\$36.00 per hour	\$29.00 per hour
<u>Holiday Rate</u>	\$40.00 per hour	\$40.00 per hour

- C.2 For the purposes of this agreement, Holiday Rate shall be defined to apply to the following days (all twenty-four (24) hours in each day): New Year's Day, Memorial Day, Independence Day (4th of July), Veteran's Day, Thanksgiving Day and Christmas Day.
- C.3 Overtime charges shall not apply.
- C.4 Meal breaks shall be taken onsite.
- C.5 Service time begins upon arrival of security staff on site, and concludes upon being released by County staff.
- C.6 Services shall be billed in increments of fifteen (15) minutes. A four (4) hour minimum applies to this agreement.

There shall be no travel reimbursement allowed under this agreement.

County may, at its sole discretion, may withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this agreement.

No payments in advance or in anticipation of services or supplies to be provided under this agreement shall be made by County.

County shall not pay any claims for services submitted more than twelve (12) calendar months after the calendar month in which services were completed.

Disallowed Costs: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization.