

**AMENDMENT #1 TO THE CONTRACT WITH
UNIVERSAL PROTECTION SERVICES, LP (RESO 15-407)**

THIS AMENDMENT is dated this 1st day of March 2016 by and between UNIVERSAL PROTECTION SERVICES, LP hereinafter referred to as "CONTRACTOR" and COUNTY OF NEVADA, hereinafter referred to as "COUNTY". Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract as approved per Resolution No. 15-407.

WHEREAS, the CONTRACTOR provides security guard services at various locations for the Health and Human Services Agency; and

WHEREAS, the parties desire to amend and renew their Agreement to 1) increase the maximum contract price from \$140,000 to \$275,424 (an increase of \$135,424); 2) extend the Contract Termination Date from June 30, 2016 to June 30, 2017; 3) revise Exhibit "A" Schedule of Services to remove and update language in regards to location of services; 4) revise Exhibit "B" Schedule of Charges and Payments to reflect this increase in maximum obligation.


NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of March 1, 2016.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$275,424.
3. That Section (§3) Contract Termination Date, shall be changed to the following: 06/30/2017
4. That Exhibit "A", Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
5. That Exhibit "B", Schedule of Charges and Payments, shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

By: _____
Honorable Dan Miller
Chair, Board of Supervisors

CONTRACTOR:

By: 
Steve Claton
1816 Tribute Road, Suite 150
Sacramento, California 95815

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
UNIVERSAL PROTECTION SERVICE, LP

CONTRACTOR shall provide qualified Security Officers to Nevada County Health and Human Services Agency as described herein. These assignments may be subject to change to meet the needs of the Agency, and County shall notify the CONTRACTOR in writing of any needed changes.

- I. CONTRACTOR shall be responsible to provide armed and unarmed, uniform security professionals to enhance security of County facilities by being highly visible, deterring vandalism, and performing additional duties as may be described in post order(s). CONTRACTOR shall provide services to the following locations as described below:
 - A. Unarmed stationary officer
Department of Social Services, 950 Maidu Avenue, Nevada City
8:00 a.m. – 4:00 p.m., Monday through Friday
 - B. Armed stationary officer
Behavioral Health Services, 500 Crown Point Circle, Grass Valley
7:45 a.m. – 5:15 p.m., Monday through Friday
 - C. Unarmed stationary officer
Brighton Greens Resource Center, 988 McCourtney Road, Grass Valley
CONTRACTOR shall provide security services from 8:00 a.m. - 4:00 p.m.
Monday through Friday. Start date of services at this facility is February 1, 2016.
- II. Services are not required on the following County holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- III. Shift times and specific assignment details may be changed by the County upon 72 hours written notice to CONTRACTOR.
- IV. CONTRACTOR will provide its personnel all uniforms and equipment necessary for performance under the Contract, at no additional charge to the County.
- V. Duties, Qualifications, and Standards of Service of Security Officers
 - A. Officers shall comply with all applicable rules and regulations set forth by the State of California Department of Consumer Affairs and all applicable federal, state, city or county laws, ordinances and regulations.
 - B. Officers' duties shall be determined by written standard instructions to be agreed upon by the County and CONTRACTOR, and any other written instructions that may be issued from time to time by designated employees of the County and approved by CONTRACTOR.

- C. Services provided under this Contract shall be performed by qualified, trained and discreet employees in strict accordance with the instructions given by the County and using the highest standards of performance.
- D. All of CONTRACTOR's personnel providing services under this Contract will possess a valid and current California State Security Guard Registration Card.
- E. In the event that an Officer becomes ill while on duty, CONTRACTOR will exercise all efforts to replace such Officer; however, if such replacement is not available the remainder of the shift will be covered by a patrol supervisor.
- F. The personnel to be assigned by CONTRACTOR to perform under this Contract shall be qualified to perform the tasks described herein. All personnel (and any substitutes therefor) assigned shall be subject to approval by the County. Personnel whose conduct is incompetent or inefficient, or who are otherwise satisfactory to County, shall be replaced within a twenty-four (24) hour period upon request. Prior to assigning personnel under this Contract, CONTRACTOR shall provide County the full name and other identifying information of each person to be assigned. County shall have the right to reject any personnel whose assignment may create a conflict with the performance of County services.
- G. **CONFIDENTIALITY:** CONTRACTOR, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the COUNTY, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by CONTRACTOR to be confidential.

CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, the CONTRACTOR agrees to protect the confidentiality of any confidential information with which the CONTRACTOR may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The CONTRACTOR shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
UNIVERSAL PROTECTION SERVICE, LP

CONTRACTOR shall invoice the COUNTY monthly, in arrears, for services provided, based on the basic rates presented below. Any additional services that may be requested must be authorized by Nevada County Health & Human Services and will be billed at the following rates:

Rates effective July 1, 2015 through February 29, 2016:

Unarmed Officers: \$17.58 per hour regular time; \$26.38 per hour overtime

Armed Officers: \$25.00 per hour regular time; \$37.50 per hour overtime

Rates effective March 1, 2016 through June 30, 2017:

Unarmed Officers: \$20.00 per hour regular time; \$30.00 per hour overtime

Armed Officers: \$27.00 per hour regular time; \$40.50 per hour overtime

The maximum amount payable by the County under this Contract shall not exceed \$275,424 for the entire contract term. The contract amount shall not exceed \$121,265 for Fiscal Year 2015/16 and \$154,159 for Fiscal Year 2016/17

Billing Address	Service Description	Rate
Fiscal Unit Nevada County Dept. of Social Services 950 Maidu Avenue Nevada City, CA 95959	Unarmed Stationary Officer Department of Social Services 950 Maidu Avenue, Nevada City 8:00 a.m. – 4:00 p.m. Monday-Friday	7/1/2015-2/29/2016 \$3,075.79 per month
		3/1/2016-6/30/2017 \$3,509.52 per month
Accounts Payable Nevada County Behavioral Health Department 500 Crown Point Circle Grass Valley, CA 95945	Armed Stationary Officer Behavioral Health Crown Point 500 Crown Point Circle, Grass Valley 7:45 a.m. – 5:15 p.m. Monday- Friday	7/1/2015-2/29/2016 \$5,257.54 per month
		3/1/2016-6/30/2017 \$5,577.54 per month
Fiscal Unit Nevada County Health & Human Services 950 Maidu Avenue Nevada City, CA 95959	Unarmed Stationary Officer Brighton Greens Resource Center 988 McCourtney Road, Grass Valley 8:00 a.m. - 4:00 p.m. Monday-Friday Start Date February 1, 2016	2/1/2016-2/29/2016 \$3,075.79 per month
		3/1/2016-6/30/2017 \$3,509.52 per month

Optional Equipment: County may request use of Cellular Phone with Cycop reporting system. If requested, County shall reimburse CONTRACTOR at the rate of: \$125.00 per month.