

**NAPA COUNTY AGREEMENT NO. 230252B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 230252B is made and entered into as of this _____ day of _____ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership, doing business as ALLIED UNIVERSAL SECURITY SERVICES, whose mailing address is 161 Washington Street, Suite 600, Conshohocken, PA 19428, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230252B entered into as of January 1, 2023 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide security and patrol services at property owned and occupied by COUNTY; and

WHEREAS, on March 28, 2023, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine services; and

WHEREAS, on August 8, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine services at 650 Imperial Way in the City of Napa; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine services at 1195 Third Street in the City of Napa.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Exhibit "A-2" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "A-3", incorporated herein, and all references in the Agreement to Exhibit "A", "A-1", and "A-2" shall mean Exhibit "A-3".

2. Paragraph 2, "**Scope of Services**" is hereby amended to read in full as follows:

2. Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-3", attached hereto, in addition to the RFP and CONTRACTOR'S proposal, incorporated by reference herein.

3. Paragraph 3, "**Compensation**" is hereby amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2" attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

Fiscal Year	Routine Unarmed Guard Hourly Services	Routine Unarmed Guard Equipment Costs	Non-Routine/ Emergency Services (Unarmed or Armed Guard Services)	Annual Maximum
FY22/23	\$163,438	\$891	\$20,000	\$184,329
FY23/24	\$456,476	\$4,455	\$45,000	\$505,931
FY24/25	\$496,277	\$4,752	\$45,000	\$546,029
FY25/26	\$514,093	\$4,752	\$45,000	\$563,845
FY26/27	\$529,892	\$4,752	\$45,000	\$579,644

4. **Counterparts.** This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such

electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

6. This Amendment No. 3 shall be effective as of 10/16/2023.

7. Except as provided in paragraphs 1 through 6 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

UNIVERSAL PROTECTION SERVICE, LP
doing business as Allied Universal Security Services

By: 
ERIC MCGARTY, Regional President

By: 
David Buckman (Oct 6, 2023 15:42 EDT)
DAVID BUCKMAN, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u></u> Deputy County Counsel Date: <u>Oct. 9, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT "A-3"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with private security and patrol services that promote public safety and enforce local ordinances at County-owned and operated community facilities, professional office buildings and industrial locations in accordance with the California Business and Professions Code Division 3, Chapter 11.5 Private Security Services. CONTRACTOR shall also act as a liaison for visitors to County facilities by providing information and directions and answering questions.

I. DESCRIPTION OF SERVICES

A. Objectives

Provide at least one unarmed uniformed security guard at various locations within Napa County who will:

- 1) Serve as a highly visible public safety presence;
- 2) Perform ambulatory patrol of County-owned and operated facilities;
- 3) Respond to suspicious activity or safety-related incidents;
- 4) Demonstrate situational awareness and knowledge of progressive security procedures and techniques by detecting and assisting in the prevention and de-escalation of disruptive or prohibited conduct;
- 5) Maintain a thorough understanding of and implement assigned department procedures, policies and post orders;
- 6) Sign and agree to all terms of department-specific security and confidentiality forms and clearance processes (Exhibit "C");
- 7) Issue citations for violations in designated parking lots;
- 8) Develop working relationships with key County staff and respond to relevant requests;
- 9) Maintain a general working knowledge of County services; and
- 10) Engage the community at-large and create rapport with patrons by directing members of the public, answering questions in a courteous manner, creating a welcoming environment and establishing area awareness.
- 11) Complete department specific unauthorized vehicle courtesy notice (Exhibit "D").

B. General Requirements

1) Minimum Qualifications and Experience of Security Guards. All security guards provided by CONTRACTOR to perform the required services must possess, demonstrate and/or furnish proof at COUNTY's request all of the following:

- a. Valid Class C California Driver License;
- b. Ability to read, write, speak and communicate effectively English;
- c. Current and valid registration with the State of California Department of Consumer Affairs Bureau of Security and Investigative Services;

- d. Trained in patrol, security and de-escalation techniques prior to County assignment;
- e. At least twelve (12) months experience as a private security guard or officer;
- f. Current and valid background screening that has been verified as devoid of any felonies prior to assignment at County facilities;
- g. Be drug-free; and
- h. Not associated with or party to any lawsuit against or by the County.

Any security guard who fails to meet or comply with the requirements listed above for any length of time during the assignment period shall be disqualified from any County assignment.

2) Uniforms. CONTRACTOR shall provide appropriate uniforms in accordance with dress standards approved by COUNTY. Uniforms shall bear distinctive insignia or other characteristics that clearly distinguish the security guard as a CONTRACTOR employee, and a nametag or picture identification card. Uniform requirements and standards may vary by department.

3) Appearance. Security guards assigned to County facilities shall maintain a clean, neat and well-groomed appearance.

4) Workplace Conduct. Security guards shall display professionalism at all times. Any activities that may be perceived as unprofessional or a distraction from duties, such as eating or drinking (except during designated breaks), personal grooming, or the personal use of phones, is prohibited.

C. County of Napa Holidays

The County of Napa may not require routine service or security coverage during County holidays. County holidays and the requirement for security services will be identified by Post Order for each location. Below are identified County holidays where reduced routine services are anticipated (subject to change).

New Year's Day
 Martin Luther King, Jr. Birthday
 President's Day
 Cesar Chavez's Birthday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving 1
 Thanksgiving 2
 Winters Holiday 1
 Winters Holiday 2

D. Locations of County Facilities and Coverage Requirements

The list of County facilities below is not exhaustive and may be modified at COUNTY's discretion. All changes will be negotiated in advance. CONTRACTOR must be able to demonstrate the ability to meet County needs for the schedules listed below and shall be responsible for covering lunch and break periods. CONTRACTOR must obtain written authorization from COUNTY prior to use of overtime to provide services.

COUNTY FACILITY*	DAYS / HOURS*	DAYS/ WEEK*	SERVICE TYPE*
Napa County Administration Building 1195 3rd St	Mon - Fri 8:30am - 5:30pm (1 hour lunch) (Approximately 6 hours Administration Building including Sullivan Lot, 2 hours Fifth Street Parking Garage	5	Patrol between sites
Fifth Street Parking Garage 1100 5th St			
Napa County Administration Building ** 1195 3rd St	Mon – Fri 8:00am-5:00pm	5	Posted at single site
HHSA – CSOA/ITS 650 Imperial Wy	Mon – Fri 8:00am-5:00pm	5	Posted at single site
Napa County Library 580 Coombs St	Mon - Thurs 12:10pm-8:10pm (30 minute lunch) Fri - Sat 10:10am-6:10pm Sun 1:10pm-5:10pm	7	Posted at single site
American Canyon Library 300 Crawford Wy	Mon, Tues, Thurs & Fri 2:10pm-6:10pm Wed 2:10pm-8:10pm Sat 10:10am-6:10pm (30 minute lunch)	6	Posted at single site
Napa County South Campus 2751 Napa Valley Corporate Dr	Mon - Fri Shift #1: 8am-2pm Shift #2: 2pm-8pm	5	Posted at single site
Flood Department 804 First St	Mon – Fri 6:00am-7:00am	5	Mobile Patrol

* Current Schedule. Subject to change. Hours may be adjusted depending on seasonal needs.

** Security guard will report to the County Safety Officer.

E. Description of Routine Tasks

CONTRACTOR and COUNTY shall jointly develop and authorize specific Post Orders for each facility. Routine tasks shall include:

1) Building and Grounds Patrol. CONTRACTOR shall perform ambulatory patrol of County-owned or operated facilities including the interior and exterior of buildings and adjacent premises.

2) Issue Citations. At the direction of the Director of Public Works, CONTRACTOR shall issue citations for violations in designated parking lots in accordance with Title 10 of the Napa County Code of Ordinances Chapter 10.12. COUNTY shall supply all necessary forms, citation book, and training on citation issuing protocol.

3) Loss and Damage Prevention. CONTRACTOR shall inform and educate persons who are in violation of policies or procedures, and intercept and report trespassers or those suspected of or known to have committed illicit activity to law enforcement.

4) Incident Response. CONTRACTOR shall respond to suspicious activity and safety or emergency-related incidents reported by or at the request of County employees or the general public. Incidents may include infractions to policies such as smoking, or aggressive and inappropriate behavior which requires escorting the offender from the premises.

5) Participation in Compliance. At COUNTY's request, CONTRACTOR shall support ongoing County-compliance efforts by developing written reports regarding routine tasks or specific incidents and cooperate in County-led investigations.

6) Track Hours. CONTRACTOR shall track time checked in and out.

7) Check-In Meetings. CONTRACTOR shall schedule and hold monthly check-in meetings with COUNTY representative(s) for each location or group of locations (i.e. Library locations). CONTRACTOR shall schedule and hold quarterly check-in meetings with COUNTY representatives from locations receiving security services.

F. Equipment

CONTRACTOR shall supply security guards with the following items for each assigned shift:

1) Mobile phone with **consistent** phone number that County Staff may reach guards for general inquiries, incident responses and emergencies (changes to phone number must be submitted to the Public Works Contract Administrator or Administrative Manager in writing in advance or immediately upon change);

- i. Posted and Patrol guards shall, at request of COUNTY, be equipped with a HELIAUS Mobile device and shall utilize the technology features it provides including but not limited to incident reporting, GPS tracking, and parking management.

2) Writing instruments, flash lights, chalk stick, chalk and any other materials necessary to complete tasks; and

3) A vehicle for transportation between County facilities, as required.

G. Supervisory Oversight

1) CONTRACTOR must provide daily supervisory oversight of assigned guards including filling post assignments, conducting performance evaluations, rendering corrective or disciplinary actions, and effecting all other necessary activities that ensure the proper and prompt daily execution of post orders and fulfillment of this Agreement.

H. Post Vacancies

CONTRACTOR shall fill vacant posts of any kind (e.g., guard call-out, sick, or other requested time off, resignation, and termination) with qualified guards as defined by this Agreement within two (2) hours of notification. No post shall be vacant for more than a two-hour period. COUNTY shall receive a \$50.00 credit for each hour, or portion thereof, that is vacant for longer than a two-hour period.

I. Additional and Emergency Services

COUNTY may request CONTRACTOR to provide additional services on an as-needed basis at the rates set forth in Exhibit "B-2".

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.