# SECOND AMENDMENT BETWEEN THE COUNTY OF SHASTA AND SECURITAS SECURITY SERVICES USA, INC., A DELAWARE CORPORATION

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Securitas Security Services USA, Inc., a Delaware corporation ("Contractor").

#### RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Agreement"); and

WHEREAS, the original Agreement was amended on and effective June 10, 2016, to replace ATTACHMENT A, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with Attachment A-1, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, County and Contractor desire to amend this Agreement to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-17, 2017-18, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace **Attachment A-1**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-2**.

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsection B. of Section 1, <u>DEFINITION</u>, is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:

#### Section 1. DEFINITIONS.

B. <u>County Contact</u> means an individual designated by County as the primary contact person for security issues related to this agreement. For purposes of this agreement, the County Contact shall be:

Shasta County HHSA Business and Support Services Attn: Information Technology and Asset Manager 1810 Market Street Redding, CA 96001-1930

Phone: 530-225-3682 Fax: 530-225-5555

E-mail: hhsabssfax@co.shasta.ca.us

II. Subsections A., and E. of Section 4, <u>COMPENSATION.</u>, are amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:

#### Section 4. COMPENSATION.

- A. Hourly Rate: Contractor shall be paid an hourly rate for On-Site Fixed Post Security Services after satisfactorily completing the duties as prescribed in Section 2.A.1 of this agreement. If services are provided in increments of less than one hour, Contractor shall be paid in quarter-hour increments. If services are requested by County during hours outside of On-Site Fixed Post Security Services hours specified in Attachment A, and which results in the payment of overtime by Contractor to Contractor's personnel, Contractor shall be paid an overtime hourly rate for those overtime hours.
  - 1. The hourly rate shall be as follows:
    - a. Through December 2015: \$13.34 per hour
    - b. January 1, 2016 through December 31, 2016: \$14.99 per hour
    - c. January 1, 2017 through December 31, 2017: \$15.74 per hour
    - d. January 1, 2018 through December 31, 2018: \$16.49 per hour
    - e. January 1, 2019 through December 31, 2019: \$17.99 per hour
    - f. January 1, 2020 through June 30, 2020: \$19.49 per hour
  - 2. The overtime hourly rate shall be as follows:
    - a. Through December 2015: \$19.34 per hour
    - b. January 1, 2016 through December 31, 2016: \$21.74 per hour
    - c. January 1, 2017 through December 31, 2017: \$23.61 per hour
    - d. January 1, 2018 through December 31, 2018: \$24.74 per hour
    - e. January 1, 2019 through December 31, 2019: \$26.99 per hour
    - f. January 1, 2020 through June 30, 2020: \$29.24 per hour
- E. In no event shall the maximum amount payable under this agreement exceed the following per County fiscal year:
  - 1. \$38,500 in County fiscal year 2014-15
  - 2. \$467,000 in County fiscal year 2015-2016
  - 3. \$489,700 in County fiscal year 2016-2017
  - 4. \$500,000 in County fiscal year 2017-2018
  - 5. \$535,000 in County fiscal year 2018-2019
  - 6. \$575,000 in County fiscal year 2019-2020.
  - 7. In no event shall the maximum amount payable under this agreement exceed \$2,605,200 during the entire term of the agreement.
- III. Subsection G of Section 4, <u>COMPENSATION</u>. shall be deleted in its entirety and all other subsections in Section 4 shall remain in full force.
- IV. Attachment A-1 attached to the First Amendment, entitled "On-Site And Security Patrol Schedules" is replaced with Attachment A-2, entitled "On-Site And Security Patrol

Schedules", attached and incorporated herein as of the effective date of this Second Amendment. Attachment A to the original agreement shall remain in effect from June 9, 2015 until June 9, 2016, and **Attachment A-1** to the First Amendment shall remain in effect from June 10, 2016, until the effective date of this Second Amendment.

#### V. REAFFIRMATION

In all other respects, the Agreement, as amended, remains in full force and effect.

## VI. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

#### VII. <u>EFFECTIVE DATE</u>

Unless otherwise provided, this Second Amendment shall be deemed effective January 1, 2017.

A2.BSS.SecuritasSecurityServicesUSA.15-20 2342-30-2015-01A2 CC: Various IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

### **COUNTY OF SHASTA**

Date:	
	DAVID A. KEHOE, CHAIRMAN Board of Supervisors
	County of Shasta State of California
ATTEST:	State of Camornia
LAWRENCE G. LEES Clerk of the Board of Supervisors	
By: Deputy	
Approved as to form: RUBIN E. CRUSE, JR County Counsel  By: Alan Bl Cox Deputy County Counsel	RISK MANAGEMENT APPROVAL  By: James Johnson Risk Management Analyst
Date 6)5117	Wallace Lavery, Securitas Security Services USA, Inc., Vice President

# ATTACHMENT A-2 ON-SITE AND SECURITY PATROL SCHEDULES

Fixed Post locations and staffing: all days cited exclude County Holidays

Location	Staffing
1220 Sacramento Street	January through May: Monday, through Friday, 1 officer, 07:00 – 18:00  June through October: Monday, Wednesday, and Friday, 1 officer, 07:00 – 18:00; Tuesday and Thursday, 1 officer, 06:00 – 18:00; Saturday, 1 officer, 06:30 – 07:30; Sunday, 1 officer, 06:45 – 07:45  November through December: Monday, through Friday, 1 officer, 07:00 – 18:00
1265 Redwood Blvd.	1 officer, Monday through Friday, 20:00 –2:00
1313 Yuba St (site also includes 1604/1620/1624/1628 Market Street)	2 officers, Monday through Friday. $08:00 - 17:30$
1400 California Street	1 officer, Monday through Friday, 07:30 – 18:00
1550 California Street	1 officer, Monday through Friday, 07:00 – 18:00
1604 Market Street	1 officer, first Wednesday of each month, 18:30 – 20:30
1810 Market Street	1 officer, Monday through Friday, 06:00 – 07:30 1 officer, Monday through Friday, 16:00 – 18:00
2460 Breslauer Way (site also includes 2406, 2420, and 2430 Breslauer Way buildings)	1 officer, Monday through Friday, 07:00 – 18:00
2640 Breslauer Way (site also includes	1 officer, Monday through Friday, 07:00 – 08:00
2632, 2634, and 2644 Breslauer Way	2 officers, Monday through Friday, $08:00 - 17:00$ 1 officer, Monday through Friday, $17:00 - 18:30$
buildings) 2757 Churn Creek Road, Suites A and B	2 officers, Monday through Friday, 07:00 – 18:00
<u> </u>	
Hope Van (location within Redding city limits)	1 officer, Thursday only, 09:30 – 13:30
36911 Main Street, Burney, CA	1 officer, Monday through Friday, 08:00 – 17:00

Patrol locations and number of patrols per day (patrols are conducted seven days per week, including weekends and County Holidays, outside of regular business hours, 52 weeks per year)

Location	# Patrols
1400 California Street / 1550 California Street	1 patrol
1450 Court Street (parking structure)	2 patrols (one patrol between the hours
	of 06:00 and 07:00)
1810 Market Street	1 patrol
2460 Breslauer Way (also includes 2406, 2420, and	2 patrols
2430 Breslauer Way buildings)	
2640 Breslauer Way (also includes 2632, 2634, and	2 patrols
2644 Breslauer Way buildings)	

# Alarm response locations

- A. 1313 Yuba Street, Redding, CA
- B. 1400 California Street, Redding, CA
- C. 1550 California Street, Redding, CA
- **D.** 1604 Market Street, Redding, CA
- E. 1620/1624 Market Street, Redding, CA
- F. 1628 Market Street, Redding, CA
- **G.** 1810 Market Street, Redding, CA
- H. 2420 Breslauer Way, Redding, CA
- I. 2430 Breslauer Way, Redding, CA
- J. 2460 Breslauer Way, Redding, CA
- K. 2632 Breslauer Way, Redding, CA
- L. 2634 Breslauer Way, Redding, CA
- M. 2640 Breslauer Way, Redding, CA
- N. 2644 Breslauer Way, Redding, CA
- O. 2656 Breslauer Way, Redding, CA