FIFTH AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND ALLIED UNIVERSAL SECURITY SERVICES

THIS FIFTH AMENDMENT to the AGREEMENT ("Agreement") is made and entered into this ______day of ______, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, State of Colorado (hereinafter referred to as the "County"), and UNIVERSAL PROTECTION SERVICE, LP, d/b/a ALLIED UNIVERSAL SECURITY SERVICES, authorized to do business in Colorado (the "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into a Public Contract for Services to provide security services at the Robert A. Christensen Justice Center, the Highlands Ranch Substation, the Downtown Castle Rock Government Campus (the Wilcox Building, the Philip S. Miller Building, and the Parking Structure), the Highlands Ranch Motor Vehicle Office and Park Meadows Motor Vehicle Office locations, and the Human Services Building and, as a result of the award of RFP #045-21 dated January 25, 2022, for the period of January 1, 2022 through December 31, 2022; and

WHEREAS, the First Amendment utilized the first one-year renewal option to extend the Agreement for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, the Second Amendment utilized the second one-year renewal option to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the Third Amendment the County and the Contractor revised Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 3, Section 3, COMPENSATION and Section 4, MAXIMUM CONTRACT LIABILITY with regards to the Wilcox, Miller Buildings and Garage only; and

WHEREAS, the Fourth Amendment the County and the Contractor revised Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 7, Section 3, COMPENSATION and Section 4, MAXIMUM CONTRACT LIABILITY with regards to the Lansing Circle location only; and

WHEREAS, the County and the Contractor now desires to utilize the third of four (4) successive one-year extension options to continue the Agreement and to modify certain provisions of the Agreement for the period of January 1, 2025 through December 31, 2025; and

WHEREAS, the County has named a new Authorized Representative and now desires to revise Section 1, LINE OF AUTHORITY and Section 17, NOTICES; and

WHEREAS, the County and the Contractor now desires to revise Section 3, COMPENSATION; and

WHEREAS, the County and the Contractor now desires to revise Section 4, MAXIMUM CONTRACT LIABILITY; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Agreement.

NOW, THEREFORE, the parties hereto mutually agree to modify the following:

1. Section 1, **LINE OF AUTHORITY:** Captain *Philip Domenico* is designated as Authorized Representative of the County for the purpose of administrating, coordinating, and approving the work performed by the Contractor under this Agreement.

2. Section 2, SCOPE OF SERVICES: *All tables in <u>Exhibit A, Section 7</u>, have been replaced with the tables attached hereto and incorporated herein*. All remaining terms and conditions of <u>Exhibit A</u> shall remain in full force and effect.

3. Section 3, **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in *the updated* Exhibit B, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. Section 4, MAXIMUM CONTRACT LIABILITY: Any other provisions of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is ONE MILLION ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS (\$1,180,545) for fiscal year 2025. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof to include the base contract amount and any applicable overtime as outlined in *the updated* Exhibit B.

5. Section 5, **TERM:** It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on *January 1, 2025 and terminate at 12:00 a.m. on December 31, 2025*.

6. Section 17, **NOTICES** of this Agreement is now modified as follows:

by the Contractor to: Captain *Philip Domenico* Douglas County Sheriff's Office 4000 Justice Way Castle Rock, CO 80109 Telephone: (303) 814-7109 E-mail: *pdomenico@dcsheriff.net*

7. All remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the above date.

ALLIED UNIVERSAL SECURITY SERVICES

Gin BY: Printed Name: JESEMI Title: PVP DATE: 11/22 /2024

Signature of Notary Public Required:

state of <u>Colorado</u>) county of <u>Arapahoe</u>)ss.

The foregoing instrument was acknowledged before me this 22 day of November 2024, by

SERE My Clafmame of individual).

Witness my hand and official seal

BECKY JO AVERY Notary Public State of Colorado Notary ID # 20234042707 Internation Expires 11-13-2027

Notary Public

My commission expires: 11-13-2027

BOARD OF COUNTY COMMISSIONERS DOUGLAS COUNTY BY:

DOUGLAS COUNTY SHERIFF'S OFFICE BY:

George Teal Chair	Darren Weekly Sheriff
DATE:	DATE:
ATTEST:	APPROVED AS TO CONTENT:
Clerk to the Board	Douglas J. DeBord County Manager
DATE:	DATE:
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:
Andrew Copland Director of Finance	Kelly Dunnaway Deputy County Attorney
DATE:	DATE:

Exhibit B METHOD OF PAYMENT

In accordance with RFP #045-21, the following pricing tables will be applicable to the work requested of the Contractor. The Contractor shall provide itemized invoices every two weeks based upon actual staffing at each facility.

The invoices for services at the Robert A. Christensen Justice Center and Highlands Ranch Substation will be directed to:

Douglas County Sheriff's Office Attn: Detentions Administrative Secretary 4000 Justice Way Castle Rock, CO 80109 detentionadmin@dcsheriff.net

with a copy to:

Douglas County Sheriff's Office Attn: Budget & Logistics Division 4000 Justice Way Castle Rock, CO 80109 ssteranko@dcsheriff.net

The invoices for all other Douglas County facilities will be directed to:

Douglas County Facilities Management 3026 North Industrial Way PO Box 1390 Castle Rock, CO 80109 ffessadmin@douglas.co.us

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2025 Rate Changes for Security Services - Allied Universal Including Holiday Adjustments

PAY RATES AND BILL RATES FOR 2025 - JUSTICE CENTER FACILITIES														
	Paid to R		Hourly Rate Billed Billing Rate %		Weekly Hours	Weekly Cost	Annual Hours	Employee Hours per Shift	# of Holidays	Less Holiday Hours	Net Hours Billed	ed Annual Total		
Supervisor #1 (Account Manager)	\$	31.84	\$	45.53	43.00%	40	\$ 1,821.20	2,080	10	10	100.0	1,980.00	\$	90,149.40
Supervisor #2 Tier 1	\$	24.00	s	34.44	43.50%	40	\$ 1,377.60	2,080	10	11	110.0	1,970.00	\$	67,846.80
CSO	\$	23.00	s	33.01	43.52%	170	\$ 5,611.70	8,840	10	10	425.0	8,415.00	\$	277,779.15
CSO - North Entrance	\$	23.00	s	33.01	43.52%	50	\$ 1,650.50	2,600	10	11	137.5	2,462.50	\$	\$1,287.13
CSO - After Hours/Weekend*	\$	23.00	s	33.01	43.52%	53	\$ 1,749.53	2,756				2,756.00	\$	90,975.56
CSO - Holidays*	\$	23.00	s	33.01	43.52%	N/A	N/A	100				100.00	\$	3,301.00
Total JC Facility 2025 Cost						353	\$ 12,210.53	18,456			772.5	17,683.50	5	611,339.04
HRSS	\$	23.00	s	33.01	43.52%	45	\$ 1,485.45	2,340	9	11.5	103.5	2,236.50	\$	73,826.87
Sheriff's Office Total (JC and HRSS)						398	\$ 13,695.98	20,796			876.0	\$ 19,920.00	\$	685,165.90

*Per contract, holiday adjustments are not applicable for the weekday after-hours, weekend, and holiday coverage

PAY RATES AND BILL RATES FOR 2025 - OTHER COUNTY FACILITIES														
	Hourly Rate Paid to Employee (Weighted Average)		Hourly Rate Billed		Billing Rate %	Weekly Hours	Weekly Cost	Annual Hours	Employee Hours per Shift	# of Holidays	Less Holiday Hours	Net Hours Billed	A	Annual Total
Wilcox, Miller Bldgs and Garage-Supervisor	\$	24.00	s	34.44	43.50%	45	\$ 1,549.80	2,340	8	11.5	103.5	2,236.50	\$	77,025.06
Wilcox, Miller Bldgs and Garage	\$	23.00	s	33.01	43.52%	75	\$ 2,475.75	3,900	8	11.5	172.5	3,727.50	s	123,044.78
Park Meadows Motor Vehicle Office	\$	23.00	\$	33.01	43.52%	45	\$ 1,485.45	2,340	9	11.5	103.5	2,236.50	\$	73,826.87
Highlands Ranch Motor Vehicle Office	\$	23.00	\$	33.01	43.52%	45	\$ 1,485.45	2,340	9	11.5	103.5	2,236.50	\$	73,826.87
Human Services Building	\$	23.00	\$	33.01	43.52%	45	\$ 1,485.45	2,340	9	11.5	103.5	2,236.50	\$	73,826.87
Lansing Point	\$	23.00	\$	33.01	43.52%	45	\$ 1,485.45	2,340	9	11.5	103.5	2,236.50	\$	73,826.87
Total Other Facilities Annual Cost						300	\$ 9,967.35	15,600			690.0	14,910.00	\$	495,377.30
Grand Total - 2025 Costs						698	\$ 23,663.33	36,396			1,566.0	34,830.0	5	1,180,543.20