# THIRD 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 THIRD 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 County and the Contractor now desire to revise Section 2, SCOPE OF SERVICES, Exhibit A, Section 7, Staffing Schedules by Location Table 3; and

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

WHEREAS, the County and the Contractor now desire to revise Section 4, MAXIMUM CONTRACT LIABILITY.

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

- 1. Section 2, **SCOPE OF SERVICES:** Table 3 in Exhibit A, Section 7 has been replaced with the table attached hereto and incorporated herein. All remaining terms and conditions of Exhibit A shall remain in full force and effect.
- 2. 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. All remaining terms and conditions of Exhibit B shall remain in full force and effect.
- 3. 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 ELEVEN THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$1,011,665)** for fiscal year 2024. 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. All remaining terms and conditions of Exhibit B shall remain in full force and effect.

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

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

### **ALLIED UNIVERSAL SECURITY SERVICES**

| BY:       |            |        |          |  |
|-----------|------------|--------|----------|--|
| Printed N | Name: CHAG | Tophen | Bunne TT |  |
| Title:    | Branch     | Mr     | ngen     |  |
|           | 8/2        |        | 0        |  |

Signature of Notary Public Required:

| STATE OF <u>(</u> | lobrado  | )         |
|-------------------|----------|-----------|
| COUNTY OF         | Arapahoe | )ss.<br>) |

The foregoing instrument was acknowledged before me this 21 day of August, 2024, by

(name of individual).

Witness my hand and official seal

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

My commission expires: 11-13-2027

| BOARD OF COUNTY COMMISSIONERS<br>DOUGLAS COUNTY<br>BY: | DOUGLAS COUNTY SHERIFF'S<br>OFFICE<br>BY: |  |  |  |  |  |
|--|---|--|--|--|--|--|
| George Teal<br>Chair                                   | Darren Weekly<br>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 A SCOPE OF SERVICES

1. Section 7, Staffing Schedules by Location – The Contractor will provide security services as outlined below:

|            |       |        | TABLE 3 | STREET, CAST | ,        |        |
|------------|-------|--------|---------|--------------|----------|--------|
| Position   | Hours | Monday | Tuesday | Wednesday    | Thursday | Friday |
| Security   | 40.0  | 0745   | 0745    | 0745         | 0745     | 0745   |
| Supervisor |       | 1645   | 1645    | 1645         | 1645     | 1645   |
| SO #1      | 40.0  | 0800   | 0800    | 0800         | 0800     | 0800   |
|            |       | 1700   | 1700    | 1700         | 1700     | 1700   |
| SO #2      | 40.0  | 0800   | 0800    | 0800         | 0800     | 0800   |
|            |       | 1700   | 1700    | 1700         | 1700     | 1700   |

<sup>\*</sup> All remaining terms and conditions of Exhibit A shall remain in full force and effect.

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## Exhibit B METHOD OF PAYMENT

# AMENDED PAY RATES AND BILL RATES FOR MAY 31, 2024 - DECEMBER 31, 2024-WILCOX, MILLER BLDGS AND GARAGE ONLY

| PAY RATES AND BILL RATES FOR 2024 - WILCOX, MILLER BLDGE AND GARAGE  Hourly Rate Paid to Hourly Employee Rate Paid to Rate Paid to Hourly Employee |   |                          |                   |                 |             |              |          |                  |                       |                  |               |
|---|---|--------------------------|-------------------|-----------------|-------------|--------------|----------|------------------|-----------------------|------------------|---------------|
|   | (Weighted<br>Average)                                       | Billed                   | Rate %            | Hours           | ſ           |              | Shift    | Holidays         | Hours                 |                  |               |
| Wilcox, Miller Bldgs and Garage   | \$ 21.00  | \$ 30.03                 | 43.00%            | 120             | \$ 3,603.60 | 6,240        | 8        | 11.5             | 276.0                 | 5,964.00         | \$ 179,098.92 |
| AMENDMENT 3   | Hourly Rate<br>Paid to<br>Employee<br>(Weighted<br>Average) | Hourly<br>Rate<br>Billed | Billing<br>Rate % | Weekly<br>Hours | Weekly Cost | Annual Hours | Employee | # of<br>Holidays | Less Holiday<br>Hours | Net Hours Billed | Annual Total  |
| Wilcox, Miller Bldgs and Garage, Supervisor   | \$ 22.00  | \$ 31.46                 | 43.00%            | 40              | \$ 1,258.40 | 1,224        | 8        | 7.5              | 60.0                  | 1,164.00         | \$ 36,619.44  |
| Wilcox, Miller Bldgs and Garage   | \$ 21.00  | \$ 30.03                 | 43.00%            | 80              | \$ 2,402.40 | 2,448        | 8        | 7.5              | 120.0                 | 2,328.00         | \$ 69,909.84  |
| Total Cost for<br>May 31, 2024 - December 31, 2024  |   |                          |                   | 120             | \$ 3,660.80 | 3,672        |          |                  | 180.0                 | 3,492.00         | \$ 106,529.28 |
|   |   |                          |                   |                 |             |              |          |                  |                       |                  |               |
| Amendment #3 Maximum Contract Liability Increase  | \$ 1.00   | \$ 1.43                  | 43.00%            | 40              | \$ 57.20    | 1,224        | 8        | 7.5              | 60.0                  | 1,164.00         | \$ 1,664.52   |

<sup>\*</sup>All remaining terms and conditions of Exhibit B shall remain in full force and effect.

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