

**FIFTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001847A
WITH UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL**

This Fifth Amendment to Agreement number F001847A, dated January 15, 2019 (“Agreement”) is made as of this 9th day of January, 2024, by and between the City of Santa Rosa, a municipal corporation (“City”), and Universal Protection Services, LP dba AlliedUniversal, a California Corporation (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide unarmed security services for various City locations, as previously amended.
- B. City and Contractor now desire to amend the Agreement for the purpose extending the agreement for a five-year period with a 5% increase each year increasing compensation, add Item 34 Transit Mall services, and add \$25,000 contingency.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Exhibit A through Exhibit A-4 of this Agreement are supplemented by Exhibit A-5 attached to this Amendment.

2. TIME FOR PERFORMANCE

The first sentence of Section 2 (Time for Performance) is amended to read as follows:

“The services described herein shall be provided during the period of February 1, 2019 through January 30, 2029.”

3. COMPENSATION

Exhibit B through Exhibit B-4 to the Agreement is replaced by Exhibit B-5 to this Amendment. Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$2,084,491.72 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$3,282,449.91, plus \$50,000 contingency. The Chief Financial

Officer is authorized to pay all proper claims from various Charge Numbers.”

3. BILLABLE RATES, PAYMENTS TO THE CONTRATOR

Section 5a of the Agreement is amended to read as follows:

“Billable Rates. Contractor shall be paid for the performance of services at the rates as set forth in Exhibit B-5.”

4. TERM, SUPSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional five (5) years.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Universal Protection Services, LP dba
AlliedUniversal

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: Limited Partnership)

Signatures of Authorized Persons:

By: _____

Print Name: Steve Jones

Title: CEO

By: _____

Print Name: Tim Brandt

Title: CFO

City of Santa Rosa Business Tax Cert. No.

_____06515088_____

Attachment:

- Exhibit A-5 Scope of Services
- Exhibit B-5 Compensation

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Natilie Rogers

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

EXHIBIT A-5

Item 34

Santa Rosa Transportation and Public Works Department—Transit Division

TRANSIT MALL SECURITY GUARD DESCRIPTION

Foot Patrol

Site Information: The Santa Rosa Transit Mall is located on 2nd Street between B Street and Santa Rosa Avenue and includes all exterior areas adjacent to and including Second Street as well as restroom facilities. The Transit Mall is open 24 hours/day, 365 days/year. The Transit Mall is served by Santa Rosa CityBus, Sonoma County Transit, Golden Gate Transit, Mendocino Transit, and Greyhound buses. A customer service kiosk is housed on the south side of the Transit Mall and is open 8:30am-4:30pm Monday through Friday for passenger information and sales of bus fare products.

CityBus Transit Service Representatives (TSRs) are assigned to the Transit Mall to assist passengers, address nuisance behaviors, and provide operational support. During the hours the Security Guard is patrolling the Transit Mall one to two TSRs will typically be present, but in some cases no TSRs will be present. Transit Field Supervisors will also be on site periodically to monitor operations or assist with issues.

Schedule: Security guard services are currently scheduled for Monday-Friday, 10:00am-6:00pm. Service is not required on holidays when Santa Rosa CityBus does not operate:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

Point of Contact:

At the beginning and end of each shift the Security Guard will check in with any TSRs present in the Transit Mall and call the Supervisor on Duty at 707-543-3922.

For any questions or issues arising during the Security Guard's shift, the Security Guard should call the Supervisor on Duty at 707-543-3922.

If required, the Santa Rosa Police Department (SRPD) should be contacted at 707-528-5222. If the SRPD is contacted the Security Guard will immediately notify the Supervisor on Duty. The Security Guard may also call the City's inRESPONSE Mental Health Support Team at 707-575-4357 for assistance with any individuals experiencing a mental health crisis.

Responsibilities:

- Check in with Santa Rosa CityBus personnel (TSRs and the Supervisor on Duty) at the start and end of each shift as described above.

- Patrol the Transit Mall, including exterior areas and restroom areas, remaining visible and available to assist the public and Santa Rosa CityBus personnel.
- Interact positively and courteously with employees, visitors, and customers.
- Effectively de-escalate potential hostile persons or situations
- Protect the safety of persons on site and the Transit Mall facility, contacting the Santa Rosa Police Department when needed to ensure safety or prevent damage to the facility.
- Prevent and minimize violations of the CityBus Code of Conduct (see Attachment 1) by courteously informing violators of the rules for the Transit Mall and CityBus system.
- The Security Guard may ask a member of the public who in refuses to comply with the Code of Conduct to leave the facility and escort them from the premises. The Security Guard should inform the Supervisor on Duty and fill out an Incident Report any time a patron is asked to leave the facility.
- Observe and report any unusual incidents or hazardous conditions to the Supervisor on Duty.
- Observe and report any maintenance needs to the Supervisor on Duty.

Additional Instructions:

Some patrons using the Transit Mall have disabilities or other conditions that affect their ability to comply with all rules and regulations. It is imperative that the Security Guard show sensitivity in situations in which this may be the case and reach out to a TSR or the Supervisor on Duty when in doubt.

Attachment 1

Santa Rosa CityBus Customer Code of Conduct

A person is prohibited from committing the following acts onboard Santa Rosa CityBus vehicles and at any CityBus bus stop or facility:

1. Littering.
2. Smoking tobacco or cannabis products, including using e-cigarettes and vaporizers.
3. Possessing or consuming illegal drugs or alcohol.
4. Violating CityBus rules related to food and drink onboard buses.
5. Listening to music or media devices without headphones or earbuds, or using the “speaker” setting during phone conversations.
6. Carrying or possessing a weapon or other object that can be reasonably considered by CityBus staff to be a threat to safety.
7. Carrying any explosive, acid, flammable liquid, or toxic or hazardous material.
8. Throwing any object from or inside the bus or in transit facilities.
9. Taking any animal onto buses or into transit facilities unless the animal is secured in a carrier that was designed for the purpose of transporting the animal. Exceptions will be made for service animals.¹
10. Opening or tampering with emergency windows or any emergency equipment, except during an emergency.
11. Damaging or defacing the vehicle, transit property, or the property of other passengers.
12. Spitting, urinating, defecating, or creating unsanitary conditions through the presence of blood, urine, feces, vomit, or other bodily fluids.
13. Interfering with provision or use of transportation services (e.g., blocking the progress of a transit vehicle, disturbing the bus operator, failing to properly board or alight, preventing riders from safely accessing or using transit stops or facilities).
14. Using threatening, vulgar or abusive language toward transit system personnel or passengers, including use of profanity, slurs, or intimidation.
15. Threatening, harming, harassing, or assaulting transit system personnel or customers.
16. Making inappropriate physical contact of any kind with transit system personnel or passengers.
17. Any criminal conduct prohibited by the California Penal Code.

¹ A service animal is defined by the ADA as any guide dog, signal dog, or other animal individually trained to aid an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government. The service animal must stay on the floor of the vehicle and be under control and well-behaved at all times. Any service animal will be removed if it shows signs of aggression or any other inappropriate behavior such as urinating or defecating on the vehicle.

EXHIBIT B-5

Year 1		Year 2		Year 3		Year 4		Year 5	
Services	Contract Rate Pricing								
Regular Pay Foot Patrol Guard	\$/Hr \$31.90	Regular Pay Foot Patrol Guard	\$/Hr \$33.50	Regular Pay Foot Patrol Guard	\$/Hr \$35.18	Regular Pay Foot Patrol Guard	\$/Hr \$36.93	Regular Pay Foot Patrol Guard	\$/Hr \$38.78
Vehicle Patrol Guard	\$41.60	Vehicle Patrol Guard	\$43.68	Vehicle Patrol Guard	\$45.86	Vehicle Patrol Guard	\$48.15	Vehicle Patrol Guard	\$50.57
Holiday Pay Foot Patrol Guard	\$/Hr \$46.25	Holiday Pay Foot Patrol Guard	\$/Hr \$48.58	Holiday Pay Foot Patrol Guard	\$/Hr \$51.01	Holiday Pay Foot Patrol Guard	\$/Hr \$53.59	Holiday Pay Foot Patrol Guard	\$/Hr \$56.23
Vehicle Patrol Guard	\$55.33	Vehicle Patrol Guard	\$63.34	Vehicle Patrol Guard	\$66.50	Vehicle Patrol Guard	\$69.82	Vehicle Patrol Guard	\$73.33
Overtime	\$46.25	Overtime	\$48.58	Overtime	\$51.01	Overtime	\$53.59	Overtime	\$56.23

Bid Item	Qty	Unit of Measure	SECTION I	Monthly Cost	Year 1	Monthly Cost	Year 2	Monthly Cost	Year 3	Monthly Cost	Year 4	Monthly Cost	Year 5
1	8	Mo	Howarth Park Foot Patrol	\$1,777.63	\$14,221.04	\$1,866.51	\$14,932.08	\$1,959.84	\$14,932.08	\$2,057.83	\$16,462.64	\$2,160.72	\$17,285.76
2	10	Wk	Howarth Park/Camp Wa-Tam	\$731.73	\$7,317.30	\$768.32	\$7,683.20	\$806.74	\$8,067.40	\$847.07	\$8,470.70	\$889.43	\$8,894.30
3	12	Mo	City Hall	\$927.91	\$11,134.92	\$974.30	\$11,691.60	\$1,023.02	\$12,276.24	\$1,074.17	\$12,890.04	\$1,127.88	\$13,534.56
4	12	Mo	City Hall Annex	\$662.80	\$7,953.60	\$695.94	\$8,351.28	\$730.74	\$8,768.88	\$767.27	\$9,207.24	\$805.63	\$9,667.56
5	12	Mo	MSC South	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
6	12	Mo	Youth Community Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
7	12	Mo	Finley Community Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
8	12	Mo	Howarth Park- Restroom Open/Close	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
9	12	Mo	Franklin Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
10	12	Mo	Galvin Community Park	\$596.51	\$7,158.12	\$626.34	\$7,516.08	\$657.66	\$7,891.92	\$690.54	\$8,286.48	\$725.07	\$8,700.84
11	12	Mo	Julliard Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
12	12	Mo	Southwest Community Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
13	12	Mo	Martin Luther King Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
14	12	Mo	Doyle Park	\$463.96	\$5,567.52	\$487.16	\$5,845.92	\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
15	12	Mo	Rural Cemetery – Foot Patrol	\$1,060.47	\$12,725.64	\$1,113.49	\$13,361.88	\$1,169.16	\$14,029.92	\$1,227.57	\$14,730.84	\$1,288.95	\$15,467.40
16	12	Mo	Luther Burbank Home & Gardens Foot Patrol	\$994.20	\$11,930.40	\$1,043.91	\$12,526.92	\$1,096.11	\$13,153.32	\$1,150.92	\$13,811.04	\$1,208.47	\$14,501.64

17	12	Mo	Luther Burbank Home & Gardens Restrooms/Gates	\$795.36	\$9,544.32		\$835.13	\$10,021.56		\$876.89	\$10,522.68	\$920.73	\$11,048.76	\$966.77	\$11,601.24
18	12	Mo	Nagasawa Community Park	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
19	12	Mo	A Place To Play	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
20	12	Mo	Rincon Valley Park	\$596.51	\$7,158.12		\$626.34	\$7,516.08		\$657.66	\$7,891.92	\$690.54	\$8,286.48	\$690.54	\$8,286.48
21	12	Mo	Olive Park	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
22	12	Mo	Prince Gateway Park	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
23	12	Mo	Northwest Park	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
24	12	Mo	Chamber Building	\$662.80	\$7,953.60		\$695.94	\$8,351.28		\$730.74	\$8,768.88	\$767.28	\$9,207.36	\$805.64	\$9,667.68
25	12	Mo	Bank Building	\$662.80	\$7,953.60		\$695.94	\$8,351.28		\$730.74	\$8,768.88	\$767.28	\$9,207.36	\$805.64	\$9,667.68
			Money Pick-Up Services												
26	12	Mo	Hearn Hub- 1004 Hearn Ave.	\$463.96	\$5,567.52		\$487.16	\$5,845.92		\$511.52	\$6,138.24	\$537.10	\$6,445.20	\$564.00	\$6,768.00
27	12	Mo	Finley Community/Aquatic	\$298.26	\$3,579.12		\$313.17	\$3,758.04		\$328.83	\$3,945.96	\$345.27	\$4,143.24	\$362.54	\$4,350.48
28	12	Mo	Ridgway Swim Center	\$298.26	\$3,579.12		\$313.17	\$3,758.04		\$328.83	\$3,945.96	\$345.27	\$4,143.24	\$362.54	\$4,350.48
29	12	Mo	Steele Lane Community Center	\$298.26	\$3,579.12		\$313.17	\$3,758.04		\$328.83	\$3,945.96	\$345.27	\$4,143.24	\$362.64	\$4,351.68
30	9	Mo	Howarth Park	\$397.67	\$3,579.03		\$417.55	\$3,757.95		\$438.43	\$3,945.87	\$460.35	\$4,143.15	\$483.37	\$4,350.33
31	12	Mo	Parking Garages 1, 3, 9, & 12	\$7,503.41	\$90,040.92		\$7,878.58	\$94,542.96		\$8,272.51	\$99,270.12	\$8,686.14	\$104,233.63	\$9,120.44	\$109,445.28
32	12	Mo	Jennings Park	\$412.92	\$4,955.08		\$433.57	\$5,202.84		\$455.25	\$5,463.00	\$478.00	\$5,736.00	\$501.90	\$6,022.80
33	*10	Weeks	Camp Yu-Chi/Doyle		\$14,400.00			\$15,120.00			\$15,876.00		\$16,669.80		\$17,503.29
34	12	Mo	Transit Mall	\$5,431.03	\$65,172.40		\$5,702.59	\$68,431.02		\$5,987.71	\$71,852.57	\$6,287.10	\$75,445.20	\$6,601.46	\$79,217.46
			SECTION I ANNUAL TOTAL 1-34		\$377,448.25			\$396,320.93			\$415,391.16		\$436,944.44		\$458,386.94

5 Year Grand Total \$2,084,491.72

MISCELLANEOUS SERVICES - CONTINGENCY

Year 1		Year 2		Year 3		Year 4		Year 5	
Miscellaneous Services	Contract Rate Pricing								
Regular Pay	\$/Hr								
Foot Patrol Guard	\$31.90	Foot Patrol Guard	\$33.50	Foot Patrol Guard	\$35.18	Foot Patrol Guard	\$36.93	Foot Patrol Guard	\$38.78
Vehicle Patrol Guard	\$41.60	Vehicle Patrol Guard	\$43.68	Vehicle Patrol Guard	\$45.86	Vehicle Patrol Guard	\$48.15	Vehicle Patrol Guard	\$50.57
Holiday Pay	\$/Hr								
Foot Patrol Guard	\$46.25	Foot Patrol Guard	\$48.58	Foot Patrol Guard	\$51.01	Foot Patrol Guard	\$53.59	Foot Patrol Guard	\$56.23
Vehicle Patrol Guard	\$55.33	Vehicle Patrol Guard	\$63.34	Vehicle Patrol Guard	\$66.50	Vehicle Patrol Guard	\$69.82	Vehicle Patrol Guard	\$73.33
Overtime	\$46.25	Overtime	\$48.58	Overtime	\$51.01	Overtime	\$53.59	Overtime	\$56.23