

**AMENDMENT TO  
TULARE COUNTY AGREEMENT NUMBER 28230**

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THIS AMENDMENT ("Amendment") is entered into as of 6/20/2018, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), AND UNIVERSAL PROTECTION DEFENSE SERVICE, LP, a Limited Partnership registered in the State of California, doing business as ALLIED UNIVERSAL SECURITY SERVICES, referred to as ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement Number 28230 on July 1, 2017 for the purpose of providing security guard services; and
- B. COUNTY and CONTRACTOR desire to increase the Agreement sum by \$500,000 due to an increase in request for additional services from departments.

**ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:**

1. EXHIBIT B, Item A

PAYMENT FOR SERVICES, the Agreement is amended in its entirety to read as follows:

A. COUNTY shall pay CONTRACTOR for services provided at \$15.92 for each regular hour of each security guard who provides services under this Agreement, for the effective dates of July 1, 2017 through June 30, 2018. COUNTY shall pay CONTRACTOR for services provided at \$22.00 for each overtime hour for the period of July 1, 2017 through June 30, 2018. CONTRACTOR shall submit for COUNTY approval a detailed bi-weekly invoice describing the security services performed at each location and the hours of services provided along with bi-weekly time sheets. The COUNTY shall make payment on such invoices in accordance with its normal payment cycle. CONTRACTOR shall be paid only for the hours of security guard services provided, and shall not be paid or reimbursed for any other costs or expenses. The maximum total amount to be paid to CONTRACTOR for security guard services provided shall not exceed \$1,770,941.36 per year.

For unforeseen and unanticipated additional services required in Fiscal Year 2017/18, COUNTY shall pay CONTRACTOR an additional FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000). Expenses for other services or materials not herein listed are neither authorized nor reimbursable. CONTRACTOR shall submit for COUNTY approval a detailed invoice describing the work performed. All payments under this Agreement shall be made in accordance with the COUNTY'S normal payment cycle. CONTRACTOR will not charge, and COUNTY will not pay, any late fee or other late payment penalty.

2. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect. **THE PARTIES**, having read and considered the above provisions; indicate their agreement by their authorized signatures below.

**TULARE COUNTY AGREEMENT NO. 28230-A**

Universal Protection Services, LP  
(Allied Universal Security Services)  
1551 N Tustin Avenue, Suite 650  
Santa Ana, CA 92705

Date 6/5/2018

By *Lawrence B Reid*  
Print Name LAWRENCE B REID  
Title RVP Northwest

Date 6/5/2018

By *Michael E. Smith*  
Print Name Michael E. Smith  
Title President

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

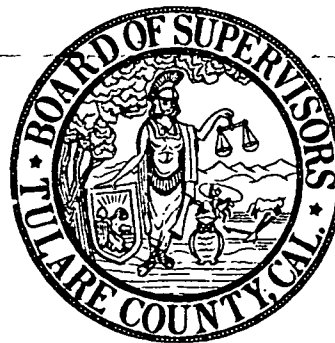
COUNTY OF TULARE

Date 6/26/2018

By *John Anthony*  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By *Mary Ronello*  
Deputy Clerk



Approved as to Form:  
County Counsel

By \_\_\_\_\_  
Deputy

Matter # \_\_\_\_\_