

AMENDMENT NUMBER 4 TO “AGREEMENT FOR CONTRACT SERVICES”

THIS AMENDMENT NUMBER 4 TO AGREEMENT FOR CONTRACT SERVICES (the "Fourth Amendment") is made and entered into as of August 12, 2024 by and between the CITY OF IRVINE, a municipal corporation ("City") and UNIVERSAL PROTECTION SERVICES, LP dba ALLIED UNIVERSAL SECURITY, a California limited partnership ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of November 30, 2021, City of Irvine contract number 20075 (the "Agreement").

1. The expiration date of the Agreement is changed from August 15, 2024 to June 30, 2025.
2. PART IV, SCOPE OF SERVICES and PART V, BUDGET, are replaced in their entirety by EXHIBIT I, attached hereto. The not-to-exceed contract value is increased by \$555,000.00 from \$75,000.00 to \$630,000.00.
3. Except as set forth in this Fourth Amendment, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

(Signatures follow on next page)


IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

By: 
28597D6C65A9404...
Michael Kent
Its: Chief of Police

By: 
7809AA719A2B4C7...
Oliver C. Chi
Its: City Manager

Attest:

By: 
0FCAD81F02E547D...
Carl Petersen
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: 
D4B2886189CABB...
Jeffrey Melching

**UNIVERSAL PROTECTION SERVICES, LP
dba ALLIED UNIVERSAL SECURITY**

By: 
D4736436E45C4FD...
Steve Claton
Its: Region President

EXHIBIT I

PART IV

SCOPE OF SERVICES

Contractor shall perform the services as set forth below.

This specification is for uniformed, unarmed and commissioned or non-commissioned custody officers to be provided at the Irvine Police Department Temporary Holding (Custody) Facility on a seven (7) day per week, twenty-four hour (24) per day schedule.

1. Custody Van

All officers are expected to operate the City-provided custody van in a safe, courteous and legal manner at all times.

2. Irvine Police Department Temporary Holding (Custody) Facility Operation

Custody officers' responsibilities involve, but are not limited to, receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Irvine Police Department, and performing other related duties as outlined in the Irvine Police Department's policy manual.

Requirements (Staffing)

POST COMMANDER/SUPERVISOR:

The Contractor shall designate one custody officer position as the Post Commander/Supervisor. The responsibilities of this position shall include scheduling and direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, this position is responsible for record keeping, safety and equipment inspections, facility inspections by governing entities, and enforcement of all applicable local and state laws, department policies and mandates. The City's representative must approve the person selected to fill this position.

The Post Commander must be able to perform the duties of the custody officer and possess a working knowledge of the laws governing the operation of a Temporary Holding (Custody) Facility. The Post Commander must have a minimum of three (3) years of prior experience.

CUSTODY OFFICER:

Custody officers shall:

1. Be at least eighteen (18) years of age.
2. Have a High School Diploma/GED, or better.
3. Have a valid California driver's license.
4. Must meet all minimum screening and background checks required for custody officers.
5. Be First Aid and CPR qualified (by the American Heart Association or American Red Cross).
6. Have good written and oral communication skills.
7. Be able to prepare computer-based, daily logs and reports of incidents.
8. Be responsible for prisoner tracking and booking information.
9. Have a professional appearance.
10. Be physically able to perform all aspects of the assignment.
11. Provide favorable references from previous employers.

12. Have an acceptable, prior military check of DD form 214 (if applicable).
13. Have a current social security card.
14. Be legally authorized to work in the United States.
15. Be willing to submit to a drug test, at any time, and pass.

ADDITIONAL STAFF REQUIREMENTS PROVIDED BY CONTRACTOR

1. Personnel to be considered for custody officer services shall receive an initial screening by contractor. Initial screening shall include consideration of character traits, motivation and ability to perform mental and physical tasks normally required of custody officer personnel.
2. After initial screening and interviewing by the contractor, employment applications and resumes for each employee will be submitted to the City for consideration. If acceptable, the applicant shall be interviewed by a representative of the City.
3. When candidates pass initial interview with the City representative, contractor shall institute a procedure for performing background checks, at the contractor's expense, which include, but are not limited to:
 - a. Employment Qualifications/Verification: Conduct a five (5) year employment background check to verify the applicant was not terminated for other than honorable circumstances. Periods of unemployment will also be verified.
 - b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
 - c. Drugs: Conduct a drug screening test to verify non-usage of drugs. Applicants, who are narcotics offenders, use dangerous drugs or use alcohol to an excessive degree will be disqualified.
 - d. Reference Check: Conduct a minimum of three (3) personal reference checks.
 - e. DMV Check: Verify the applicant has a driving record which reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
 - f. Criminal Conviction History: Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live Scan Fingerprinting process as set forth in the "Contract Requirements" section herein. Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
 - g. Credit Check: Conduct a standard credit check to determine financial responsibility.
 - h. Psychological Review: Conduct a psychological screening by a licensed psychologist to determine job suitability. A minimum of two objectively-scored psychological tests must be used to assess psychological suitability. All custody officers must be found to be free from emotional or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, which might adversely affect the exercise of their duties. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.
4. The results of background checks shall be furnished to the City for review and approval.

5. Candidates will submit a completed Irvine Police Department background questionnaire, provided by the City, and will be subject to a final interview with a member of the Professional Development Division.
6. The City will have final approval of contractor personnel assigned to the City.
7. No custody officer working for the contractor will be allowed to work under this agreement unless he/she is approved by the City. Contractor shall submit to the City and maintain a list of its employees' names who have been cleared and are, or will be, assigned to the Irvine Police Department's temporary holding (custody) facility.
8. All employees of the contractor who are not assigned to work at the Irvine facility must comply with all security rules when visiting the City.
9. The building will not be used as a training site for employees or contractors destined for assignment to other accounts.
10. Custody officer personnel shall be trained, uniformed and supervised. Contractor shall provide the uniform and all other uniform-related items, as required. Uniforms are to be at the City's election.
11. Contractor shall maintain an adequate number of qualified personnel to perform the custody officer requirements. Contractor will fill absences or vacancies immediately to ensure that the minimum staffing is retained at all times.
12. Contractor will provide additional staffing for the City's amphitheater, special events and any other assignment as identified by the City. The exact hours and shift shall be determined by the City and reported to the Contractor. Sufficient notice shall be given to the Contractor allowing for the recruitment and/or training of the contract employees. Staffing at the City's amphitheater is seasonal usually occurring from March to November. Staffing is determined by the number and nature of events booked. This may include approximately seventy-five (75) different events requiring a staffing commitment up to three (3) custody officers for shifts varying from four (4) to twelve (12) hours.
13. Upon termination of a custody officer, all keys, identification badges and parking passes will be recovered from such custody officer by Contractor. All items belonging to the City will be turned in immediately upon termination.
14. Contractor agrees to immediately remove all employees, at any location, who fail to follow established department or state procedures and/or who are deemed by the city to be unfit to perform assigned tasks.

SCHEDULE OF CUSTODY OFFICER HOURS

Contractor agrees to:

1. Staff the Irvine Police Department temporary holding (custody) facility with qualified, unarmed, uniformed and trained personnel sufficient to maintain staffing year-round, twenty four (24) hours per day, seven (7) days per week with a minimum of three-hundred (300) staff hours per week and up to an additional 500 hours per year for special events. Specific schedules are to be determined by the needs of the City.
2. Maintain the availability of at least one (1) additional trained officer for temporary deployment when needed to fill any vacancy within two (2) hours.
3. Provide female custody personnel, capable of performing matron duties, to staff the custody facility between the hours of 0000 and 0600 hours (or Midnight to 6:00 A.M.), seven (7) days per week.

4. Provide hourly rate for the custody officers and Post Commander (Supervisor), along with overtime rates.
5. Provide breakdown of personnel hours worked and rates in each invoice.

APPLICABLE LAWS

City and Contactor acknowledge that Assembly Bill 32 prohibits the operation of a private detention facility within the State of California. (Cal. Penal Code § 9501) Therefore, Contractor does not operate or manage the City Jail as defined under AB 32 and Cal. Penal Code §§ 9500(b) and 9501.

CONTRACTOR RESPONSIBILITIES

Contractor shall provide staffing of security officers who shall comply with directives provided by City. Contractor personnel are classified as custody officers, not detention officers. Contractor's responsibilities include, but are not limited to:

- Receiving, processing and monitoring individuals at the Jail in accordance with Jail policies and procedures
- Ensuring there is appropriate staffing at the Jail as requested by City
- Other duties as requested by City

Contract personnel shall conduct themselves in compliance with all applicable Minimum Standards specified by Federal and State requirements, laws and statutes, applicable court orders and the California Department of Corrections & Rehabilitation, whether now in effect or hereafter affected or implemented as applicable to the temporary holding (custody) facility and the Irvine Police Department Policy Manual. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City.

CITY RESPONSIBILITIES

City maintains all decision-making authority and responsibility for the operation and management of the City Jail. City's responsibilities include, but are not limited to:

- Creating and implementing the City's Jail Manual
- Providing Contractor with copies of all relevant policies and procedures
- Managing linen and janitorial responsibilities
- Maintaining responsibility for any maintenance or repair obligations

City shall identify and employ the Facility Administrator and Facility Manager required by Title 15, Minimum Standards for Local Detention Facilities, issued by the Board of State and Community Corrections. As defined in Title 15, the Facility Administrator means the sheriff, chief of police, chief probation officer or other official charged by law with the administration of a local detention facility. The Facility Manager means the jail commander, camp superintendent, or other comparable employee who has been delegated the responsibility for operating a local detention facility by the facility administrator.

RECORDS

Contractor shall be responsible for the timely completion of all prisoner-related records as required by the City and applicable Minimum Standards specified by Federal and State requirements, laws and statutes, applicable court orders and the California Department of Corrections & Rehabilitation, whether now in effect or hereafter affected or implemented as applicable to the Temporary Holding (Custody) Facility. Contractor shall be responsible to

maintain all related records to be in compliance with all County and State regulations and inspections. All such records remain the property of the City of Irvine.

UNIFORMS

Contractor shall provide, at the Contractor's expense, all necessary uniforms, associated uniform-related items agreed upon by both parties, and equipment (such as, but not limited to, utility belts, cuff holders, flashlight or key keepers).

MAINTENANCE OF TEMPORARY HOLDING (CUSTODY) FACILITY

Contractor shall be responsible for maintaining the cleanliness and sanitation of the Irvine Police Department temporary holding (custody) facility as required by the Department and County Health Standards. The Post Commander (Supervisor) will make a weekly list of supplies which need to be provided to carry out the duties and maintenance associated with the Irvine Police Department's temporary holding (custody) facility. Contractor shall maintain a record of all maintenance activity and provide a copy to the City and/or inspection authorities upon request.

RISK MANAGEMENT

Contractor shall be responsible for identifying risk and exposures and implementation of a risk management program to deal effectively with them. Major emphasis should be placed on personal safety, control and search procedures, and biohazard issues related to the handling of prisoners.

Custody Supervisor shall be present during all facility inspections and audits conducted by governing entities.

TRAINING

In addition to maintaining First Aid and CPR Certification, Contractor shall provide, at its own expense, a City-approved Training Program/Professional Introduction consisting of approximately eighty (80) hours of instruction material taken from the Irvine Police Department's Custody Manual, plus sufficient, on-going training to ensure custody officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

- Orientation to the City of Irvine Police Department
- Operation liabilities
- Minimum Standards
- Classification and segregation of inmates
- Emergency procedures
- Suicide Prevention
- Fire Safety
- Transportation of prisoners
- Booking and release procedures (automated booking and live scan)
- Security and control
- Reports and data entry
- Handling confidential information
- Court testimony
- City of Irvine Police Department's Code of Ethics
- Sexual Harassment

- Violence in the Workplace

All custody officers shall complete eight (8) hours of specialized training required by Title 15 and Title 24, California Code of Regulations. Such training shall include, but not be limited to:

- Applicable Minimum Jail Standards
- Jail operations liability
- Inmate segregation
- Emergency procedures and planning
- Suicide Prevention

Such training shall be completed as soon as practical and not more than six (6) months after the date of assigned responsibility. Eight (8) hours of refresher training shall be completed once every two (2) years.

In accordance with the initial training, Contractor will continue to provide on-going training. The necessary training will be provided at Contractor's expense. The Post Commander shall record and retain a copy of each employee's training record on-site for inspection by City representative.

ADDITIONAL SERVICES

From time to time, City may request additional custody officer services beyond that which is specifically set forth herein. For such additional work, mutually agreed upon by the City and Contractor, hourly rates set forth in the final contract shall apply.

PART V

BUDGET

SECURITY BUDGET

City of Irvine

1 Civic Center Plaza

Irvine, CA 92606

Thursday, August 15, 2024

1. BUDGET ESTIMATE:

STAFF POSITION	WEEKLY HOURS	BILL RATE	HOLIDAY & OT RATE	MONTHLY	ANNUALLY
Custody Officer Supervisor (1 FTE)	40	\$46.61	\$69.92	\$8,178.50	\$98,142.02
Custody Officers	260	\$37.92	\$56.88	\$43,249.02	\$518,988.29
Estimated Special Event	240	\$0.00	\$58.87	\$1,177.40	\$14,128.80
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Sub Total (Labor)	540			\$ 52,604.93	\$631,259.10
Grand Total (incl. Equipment)				\$ 52,604.93	\$631,259.10

WAGE RATE
\$29.50
\$24.00

Notes:

- a) Extra coverage and specials are billed at an agreed upon hourly rate not to be less than the holiday/O.T. rate.
- b) Allied Universal may bill any costs incurred as a result of change in federal, state, or local legislation or taxes.

2. EQUIPMENT:

	UNIT PRICE	QUANTITY	MONTHLY	ANNUALLY
			\$0.00	\$0.00
			\$0.00	\$0.00
Total			\$0.00	\$0.00

3. HOLIDAYS: Allied Universal recognizes the following holidays. Security officers working on these days will be paid time and one-half. Client will be billed at the overtime rate/holiday rate for those days.

New Years Day
Independence Day

President's Day
Labor Day

Memorial Day
Thanksgiving Day

Christmas Day



Client Approval

Name: _____
Signature: _____
Title: _____
Date: _____