

**AMENDMENT NO. 1
TO SECURITY GUARD SERVICES AGREEMENT BETWEEN THE CITY OF EL
MIRAGE AND UNIVERSAL PROTECTION SERVICES, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES AKA SHETLER**

THIS AMENDMENT NO. 1 to the Security Guard Services agreement and any subsequent agreements or addendums is made and entered into this 1st day of July 2022, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY SERVICES AKA SHETLER (“Contractor”).

RECITALS

- A. WHEREAS City entered into an agreement with Contractor commencing on August 15, 2018, for Security Guard Services (“Agreement”),
- B. WHEREAS, both parties wish to amend certain terms of previous agreements and addendums,
- C. WHEREAS The City desires to continue services with Contractor for the City Court,
- D. WHEREAS The City is authorized and empowered by provisions of the City Code to execute agreements for professional services by and through its City Manager.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree that the following amendments hereby replace any previous terms:

- 1. The term of this agreement shall be for one year with two (2) additional one (1) year terms (pricing to be mutually negotiated and agreed to). Commencing on July 1, 2022, and ending June 30, 2025.
- 2. For fiscal year 2022/23 the City shall be billed at a rate of \$26.98 (which includes a pay wage increase from \$16.00 to \$19.00/hour for the Security guard) for the first 40 hours of service each week. Service provided beyond 40 hours in a week or on any of Contractor’s seven recognized holidays shall be paid at 1.5 times the bill rate identified.
- 3. Approval of Security Personnel/Guards is required from the Court in advance.
- 4. Any security guard permanently assigned to the Court for regular duty would be required to be armed.
- 5. Security guards employed by a security guard agency licensed by DPS shall complete all training necessary to maintain DPS security guard licensing while providing court security.
- 6. Security guards shall attend and successfully complete the Arizona Supreme Court’s Court Security Guard Training Academy within 90 days of providing court security services to a court, and annual court security training updates approved by Committee on Judicial Education and Training (COJET).

7. A presiding judge may authorize a person licensed by DPS as an armed security guard to be armed while providing court security. The person shall complete all firearms training and qualifications necessary to maintain DPS armed security guard licensing to remain authorized to be armed while providing court security.
8. A temporary security guard assigned to cover unplanned absence does not need to be armed. The primary objective is to have timely coverage for screening at the court facility.
9. Court Security Personnel/Guards shall be assigned to work during hours when the Court is open to the public. The current hours of service requested are Monday through Thursday from 7 a.m. to 5 p.m. for a typical non-holiday workweek. Additional, or amended, hours may be requested by the presiding judge and/or designee.
10. All other terms, conditions, and provisions of the agreement and any addendums shall remain unchanged and apply during the renewal period unless otherwise amended.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year set forth below.

CITY OF EL MIRAGE,
an Arizona municipal corporation

CONTRACTOR:

By: J. Crystal Dyches
Its: City Manager

By: _____
Print Name

By: _____

Sharon Antes, City Clerk

Its: _____
Title

Date: _____

APPROVED AS TO FORM:

Justin Pierce, City Attorney