

**AMENDED CONTRACT BETWEEN
CITY OF RENO
AND
UNIVERSAL PROTECTION SERVICES, LLC
dba ALLIED UNIVERSAL SECURITY SERVICES**

This Amended Contract ("Amended Contract") is made and entered into by and between the City of Reno, a municipal corporation ("City"), and Universal Protection Services, LLC dba Allied Universal Security Services, an American Owned company authorized to do business in the State of Nevada ("Contractor"), and is entered into based upon the following:

WHEREAS, on October 4th, 2021, City and Contractor entered into the Contract for Security Services (hereinafter referred to as the "Original Contract");

WHEREAS, on December 7th, 2022, the parties amended the Original Contract to add security services for the City Corporation Yard;

WHEREAS, on June 14th, 2023, the parties amended the Original Contract to cover the full cost of security for dispatch; and

WHEREAS, on May 8th, 2024, the parties amended the Original Contract to cover the full cost of security for the Clean and Safe Program for 12 months.

NOW, THEREFORE, the parties mutually agree to the following amendments:

Section 5. **INCORPORATED DOCUMENTS** is amended to incorporate the updated rates and cost schedule as provided for in Attachment A which is incorporated herein by this reference.

Section 6. **CONSIDERATION** is amended to increase the total Contract amount by the sum of \$1,850,655.36 for security services commencing July 1, 2024, through September 30, 2025.

Section 31. **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS** are added as follows:

1. **USE OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **PERIOD OF PERFORMANCE.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. **REPORTING.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **MAINTENANCE OF AND ACCESS TO RECORDS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized

representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. CONFLICT OF INTEREST. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (j) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (k) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- (l) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (m) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (n) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. **REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. **HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. **FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Reno by the U.S. Department of the Treasury."

12. **DEBTS OWED THE FEDERAL GOVERNMENT.** Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. **DISCLAIMER.**

(a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

(b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. **PROTECTION FOR WHISTLEBLOWERS.** In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health

or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Except as provided for herein, the October 4th, 2021, Contract and applicable Amendments are in full force and effect.

This Amendment is effective upon approval by City Council.

IN WITNESS WHEREOF, the parties have caused this Amended Contract to be signed and intend to be legally bound thereby.

ALLIED UNIVERSAL SECURITY SERVICE

By: Tammy A. Nixon
Tammy A. Nixon, Regional Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Hunstman, City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe, Deputy City Attorney

Attachment A

Security Quote for City of Reno

FY25

| July 1, 2024 - June 30, 2025 | | | | | | |
|---------------------------------|----------------|--------------------------|-------------------------|-----------------------|---------------------|---------------------|
| Positions | Hours per Week | Employee Hourly Pay Rate | Client Hourly Bill Rate | 12-month Cost | General Fund | ARPA |
| Armed Officers City Hall | 96 | \$25.00 | \$34.95 | \$174,470.40 | | \$174,470.40 |
| Armed Officers Parking Garage | 168 | \$25.00 | \$34.95 | \$305,323.20 | \$305,323.20 | |
| Armed Patrol Officers Corp Yard | 108 | \$25.00 | \$34.95 | \$196,279.20 | \$196,279.20 | |
| Armed Supervisors | 120 | \$27.70 | \$38.72 | \$241,612.80 | \$241,612.80 | |
| Corp Yard Vehicle | | | | \$30,000.00 | | \$30,000.00 |
| City of Reno- Patrol Vehicle | | | \$1,700.00 | \$20,400.00 | | \$20,400.00 |
| Vehicle fuel actual cost billed | | | EST \$1000.00 | \$12,000.00 | | \$12,000.00 |
| Unarmed Dispatch Officers | 168 | \$23.00 | \$32.15 | \$280,862.40 | | \$280,862.40 |
| Armed Patrol Officers | 108 | 25 | 34.95 | \$196,279.20 | | \$196,279.20 |
| Holiday Unarmed | 168 | | \$16.07 | \$2,699.76 | | \$2,699.76 |
| Holiday armed | 288 | | \$17.48 | \$5,034.24 | | \$5,034.24 |
| Holiday Supervisor | 168 | | \$19.36 | \$3,252.48 | | \$3,252.48 |
| Total | 768 | | 1.398 M/U | \$1,468,213.68 | \$743,215.20 | \$724,998.48 |

FY26

| July 1, 2025 - September 30, 2025 | | | | | | |
|-----------------------------------|----------------|--------------------------|-------------------------|---------------------|----------------------|----------------------|
| Positions | Hours per Week | Employee Hourly Pay Rate | Client Hourly Bill Rate | 3-month Cost | General Fund | ARPA |
| Armed Officers City Hall | 96 | \$26.00 | \$36.48 | \$45,527.04 | | \$ 45,527.04 |
| Armed Officers Parking Garage | 168 | \$26.00 | \$36.48 | \$79,672.32 | \$ 79,672.32 | |
| Armed Patrol Officers Corp Yard | 108 | \$26.00 | \$36.48 | \$51,217.92 | \$ 51,217.92 | |
| Armed Supervisors | 120 | \$28.70 | \$40.26 | \$62,805.60 | \$ 62,805.60 | |
| Corp Yard Vehicle | | | | \$7,500.00 | \$ 7,500.00 | |
| City of Reno- Patrol Vehicle | | | \$1,700.00 | \$5,100.00 | \$ 5,100.00 | |
| Vehicle fuel actual cost billed | | | EST \$1000.00 | \$3,000.00 | \$ 3,000.00 | |
| Unarmed Dispatch Officers | 168 | \$24.00 | \$33.67 | \$73,535.28 | | \$ 73,535.28 |
| Armed Patrol Officers | 108 | \$26.00 | \$36.48 | \$51,217.92 | | \$ 51,217.92 |
| Holiday Unarmed = .5 of BR | 168 | | \$16.83 | \$706.86 | \$ 706.86 | |
| Holiday armed = .5 of BR | 288 | | \$18.24 | \$1,313.28 | \$ 1,313.28 | |
| Holiday Supervisor = .5 of BR | 168 | | \$20.13 | \$845.46 | \$ 845.46 | |
| Total | 768 | | 1.398 M/U | \$382,441.68 | \$ 212,161.44 | \$ 170,280.24 |