

**THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2020-2021**

This Third Amendment to the Professional Services Agreement dated June 28, 2016, as amended on June 26, 2018 and June 25, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SVT Gruppe, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2020.

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), desired to retain a qualified organization to provide security and secure transportation services; and

WHEREAS, on June 28, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such services; and

WHEREAS, on June 26, 2018, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to extend the term thereof, expand the scope of security and secure transportation services provided, and increase the maximum amount payable, thereunder, adjust the rates of compensation set forth therein and update the County of Humboldt HIPAA Business Associate Agreement and DHHS – Mental Health PPD Annual Waiver attached thereto; and

WHEREAS, on June 25, 2019, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder, adjust the rates of compensation set forth therein, update the County of Humboldt HIPAA Business Associate Agreement attached thereto and include a provision regarding counterpart execution thereof; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and adjust the rates of compensation, and modify the execution requirements, set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Term of the Professional Services Agreement is hereby amended to read as follows:

4. TERM:

The term of this Agreement shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

2. Section 6 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

6. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Million Seven Hundred Ninety-Five Thousand Dollars (\$3,795,000.00). In no event shall the maximum amount paid

under this Agreement exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) for fiscal year 2016-2017, Five Hundred Thousand Dollars (\$500,000.00) for fiscal year 2017-2018, Eight Hundred Fifty Thousand Dollars (\$850,000.00) for fiscal year 2018-2019, Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00) for fiscal year 2019-2020 and One Million Twenty Thousand Dollars (\$1,020,000.00) for fiscal year 2020-2021. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit E – Schedule of Rates, which is attached hereto and incorporated herein by reference.
 - C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
 - D. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.
3. Section 45 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:
45. COUNTERPART EXECUTION:
- This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- 4. The Professional Services Agreement is hereby amended to delete Exhibit E – Schedule of Rates (“Exhibit E”) and replace it in its entirety with the modified version of Exhibit E that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit E attached hereto shall supersede any and all prior versions thereof as of the effective date of this Third Amendment.
 - 5. Except as modified herein, the Professional Services Agreement dated June 28, 2016, as amended on June 26, 2018 and June 25, 2019, shall remain in full force and effect. In the event of a conflict

between the provisions of this Third Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

SVT GRUPPE, INC.:

By: [Signature]

Date: 5/20/20

Name: Zakary Morgan

Title: Director of Finance

By: [Signature]

Date: 5/20/20

Name: Antonette Ginochio

Title: VP

COUNTY OF HUMBOLDT:

By: _____
Estelle Fennell
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 5/21/2020

LIST OF EXHIBITS:

Exhibit E – Schedule of Rates

EXHIBIT E
SCHEDULE OF RATES
SVT Gruppe, Inc.
For Fiscal Years 2016-2017 through 2020-2021

1. SECURITY SERVICES:

- A. Base Hourly Rate. COUNTY shall pay CONTRACTOR at the rate of Nineteen Dollars (\$19.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2016-2017 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty Dollars (\$20.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2017-2018 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty-One Dollars (\$21.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2018-2019 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty-Two Dollars (\$22.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2019-2020 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty-Three Dollars and Fifty Cents (\$23.50) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2020-2021 with a four (4) hour minimum per call.
- B. Overtime Rate. COUNTY shall pay CONTRACTOR at the overtime rate of Nineteen Dollars (\$19.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2016-2017. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty Dollars (\$20.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty-One Dollars (\$21.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2018-2019. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty-Two Dollars (\$22.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2019-2020. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty-Three Dollars and Fifty Cents (\$23.50) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2020-2021.
- C. Base Hourly Rate – Roamer. COUNTY shall pay CONTRACTOR at the rate of Twenty-One Dollars (\$21.00) per hour for each Roamer Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the rate of Twenty-Two Dollars (\$22.00) per hour for each Roamer Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2018-2019. COUNTY shall pay CONTRACTOR at the rate of Twenty-Three Dollars (\$23.00) per hour for each Roamer Security Guard providing security services pursuant to the

terms and conditions of this Agreement for fiscal year 2019-2020. COUNTY shall pay CONTRACTOR at the rate of Twenty-Four Dollars and Fifty Cents (\$24.50) per hour for each Roamer Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2020-2021.

- D. Base Monthly Rate – Monitoring and Dispatch Services. COUNTY shall pay CONTRACTOR at the rate of Eighty-Nine Dollars (\$89.00) per month for each location at which TrackTik monitoring services are provided pursuant to the terms and conditions of this Agreement, and Ninety-Nine Dollars (\$99.00) per month for each location at which twenty-four (24) hour dispatch services are provided pursuant to the terms and conditions of this Agreement, for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the rate of Ninety-Nine Dollars (\$99.00) per month for each location at which TrackTik monitoring services are provided pursuant to the terms and conditions of this Agreement, and One Hundred and Nine Dollars (\$109.00) per month for each location at which twenty-four hour dispatch services are provided pursuant to the terms and conditions of this agreement, for fiscal years 2018-2019, 2019-2020 and 2020-2021.
- E. Criminal and Civil Actions. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by any Security Guard in performance of the security services required hereunder in connection with any criminal or civil action involving COUNTY.
- F. Training. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by Security Guards in training authorized by COUNTY. All time spent by Security Guards in training provided by CONTRACTOR shall be at CONTRACTOR's expense.
- G. Vehicle Expenses. COUNTY shall pay CONTRACTOR at the rate of Seven Dollars (\$7.00) per hour for each marked patrol vehicle used to provide security services pursuant to the terms and conditions of this Agreement, for fiscal year 2019-2020. COUNTY shall pay CONTRACTOR at the rate of Seven Dollars and Fifty Cents (\$7.50) per hour for each marked patrol vehicle used to provide security services pursuant to the terms and conditions of this Agreement, for fiscal year 2020-2019. This rate includes all mileage and insurance expenses.

2. SECURE TRANSPORTATION SERVICES:

- A. In-County Transport of One (1) to Two (2) Individuals. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2016-2017. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour for the second Secure Transportation Personnel member for fiscal year 2016-2017. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2017-2018. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour for the second Secure Transportation Personnel member for fiscal year 2017-2018. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from

point of dispatch, for fiscal year 2018-2019. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour for the second Secure Transportation Personnel member for fiscal year 2018-2019. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-Two Dollars (\$32.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Eighty-Five Cents (\$0.85) per mile, round-trip, traveled from point of dispatch, for fiscal year 2019-2020. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty-Two Dollars (\$32.00) per hour for the second Secure Transportation Personnel member for fiscal year 2019-2020. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-Three Dollars (\$33.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of One Dollar (\$1.00) per mile, round-trip, traveled from point of dispatch, for fiscal year 2020-2021. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty-Three Dollars (\$33.50) per hour for the second Secure Transportation Personnel member for fiscal year 2020-2021. As used herein, the term "in-county" is defined as any location within the boundaries of Humboldt County.

- B. Overtime Rates for In-County Secure Transportation Services. COUNTY shall pay CONTRACTOR the overtime rate of Twenty-Nine Dollars (\$29.00) per hour for each Secure Transportation Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2016-2017. COUNTY shall pay CONTRACTOR the overtime rate of Thirty Dollars (\$30.00) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR the overtime rate of Thirty-One Dollars (\$31.00) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2018-2019. COUNTY shall pay CONTRACTOR the overtime rate of Thirty-Two Dollars (\$32.00) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2019-2020. COUNTY shall pay CONTRACTOR the overtime rate of Thirty-Three Dollars and Fifty Cents (\$33.50) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2020-2021.
- C. Out-of-County Transport of One (1) to Two (2) Individuals. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Fifty-Eight Dollars (\$58.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2016-2017. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty Dollars (\$60.00)]

for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2017-2018. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty-Two Dollars (\$62.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2018-2019. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-Two Dollars (\$32.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty-Four Dollars (\$64.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Eighty-Five Cents (\$0.85) per mile, round-trip, traveled from point of dispatch, for fiscal year 2019-2020. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-Three Dollars (\$33.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty-Six Dollars (\$66.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of One Dollar (\$1.00) per mile, round-trip, traveled from point of dispatch, for fiscal year 2020-2021. As used herein, the term "out-of-county" is defined as any location outside the boundaries of Humboldt County.

- D. Overnight Stays. Overnight out-of-county trips require authorization from Director, and receipts for approved meals and lodging must accompany all invoices associated with such overnight trips. Reimbursements shall be made only for actual and receipted expenses.
- E. Daily Meal and Lodging Allowances. The maximum daily meal allowance for each Secure Transportation Personnel member shall not exceed Forty-Four Dollars (\$44.00). Lodging expenses shall not exceed One Hundred and Fifty Dollars (\$150.00) per night.