

**PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT # 1**

This is the first amendment to the agreement 901955, dated August 6, 2024, for Security Services between the County of Yuba (COUNTY) and California Security Services Inc., dba Elite Universal Security (CONTRACTOR).

Pursuant to Operative Provision D.22, “Modifications,” of the basic agreement, the following changes are hereby made:

**Operative Provision 2. TERM will be modified to read as follows:**

Commencement Date: August 6, 2024

Termination Date: November 30, 2024

**This agreement shall be for the aforementioned term, with two (2) one-month extension options.**

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

**Attachment A will be modified as follows:**

**Under Section A.1.3., remove:**

**A.1.3.4.** CONTRACTOR shall complete a health screening prior to starting each working shift at each facility. CONTRACTOR will also be required to complete health screenings of each customer entering the building. The health screening will include a set of questions, temperature check, wristband with date and a face covering. This process may change through the term of the contract. The CONTRACTOR is also required to provide and use proper PPE.

**Under Section A.1.4., modify to read:**

**A.1.4. Yuba County Packard Facility** – CONTRACTOR is to provide one (1) unarmed security guard at the Department of Health and Human Services, located at 5730 Packard Avenue in Marysville-Linda 24 hours a day, 7 days a week. Number of requested unarmed security guards for this facility is subject to change.

**A.1.4.1.** Same as Section A.1.3.

**A.1.4.2.** After-hours services shall also include 1 standing/patrolling guard after hours and on designated County Holidays **and an additional unarmed security guard from 8:00pm to 4:00am.**

**Under Section A.1.5., modify to read:**

**A.1.5. Yuba County Courthouse** – CONTRACTOR shall provide **two (2)** security guards for the Yuba County Courthouse, located at 215 5<sup>th</sup> Street in Marysville, as directed by the Designated Point of Contact. Security services shall be provided as follows:

**A.1.5.1.** Same as Section A.1.3.

**Under Section A.1., add:**

**A.1.6. Yuba County Library** – CONTRACTOR shall provide one (1) security guard for the Yuba County Library, located at 303 2<sup>nd</sup> Street in Marysville, as directed by the Designated Point of Contact. Security services shall be provided as follows:

**A.1.6.1.** Services shall be provided Tuesday through Friday, from 12:00 p.m. to 6:00 p.m., and one (1) security guard on Saturday from 9:00am-6:00pm. If in the event additional services are needed, COUNTY shall contact CONTRACTOR for the additional services in writing with 48-hour notice.

**A.1.6.2.** Monitor foot traffic.

**A.1.6.3.** Hourly internal and external patrol of the premises shall include, but shall not be limited to, assurance of secured external and internal doors, ensure gated areas are secure during off-hours, and deter trespassers.

**A.1.6.4.** Prior to 12:00 pm (9:00 am on Saturdays) and after 5:00 pm (1:00pm on Saturdays) security guard services shall include clearing the building, including restrooms, conference rooms, breakroom, and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) overnight mobile patrols on weekdays, at varying hours to ensure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence of tampering.

**A.1.6.5.** CONTRACTOR shall provide a schedule and must be approved by Administrative Services. The schedule must be provided two (2) weeks prior to allow for review and approval.

**A.1.6.6.** COUNTY may discontinue CONTRACTOR's service at the onset of construction at the Yuba County Library. COUNTY will provide CONTRACTOR with a thirty (30) day notice.

**A.1.7. Yuba County Sheriff Services** – Periodically, it is necessary for incarcerated persons to seek professional care and treatment at facilities other than the Yuba County Jail. Such incarcerated persons require constant supervision since they are still in legal custody. Security services shall be provided as follows:

**A.1.7.1.** On-call security guards must be available at any time of the day or night, within one (1) hour of notification.

**A.1.7.2.** Constant visual and physical observation and control of the incarcerated persons at all times to ensure the custody of the incarcerated persons, and the safety and welfare of the security guard, professional staff, patients, or any other persons where the incarcerated persons are located.

**A.1.7.3.** Supervise incarcerated persons during medical testing and treatment in order to maintain the constant visual and physical observation and control.

**A.1.7.4.** Implement proper and necessary procedures and restraints to ensure effective observation and control of the incarcerated persons.

**A.1.7.5.** Prevent the incarcerated persons from any unauthorized visitation, communication or contact with unauthorized persons unless there is prior approval from a supervisor with the Yuba County Sheriff's Department.

**A.1.7.6.** Provide sufficient supervision and staffing to ensure capacity to provide services on-call and immediately. This includes arranging for coverage for any required or necessary breaks by the CONTRACTOR's employees, as required by law.

**A.1.7.7.** Maintain constant visual and physical observation and control of the incarcerated persons until a representative of the Yuba County Sheriff's Department takes custody of the incarcerated persons.

**A.1.7.8.** Immediately, or as soon as practicable, contact the Yuba County Sheriff's Department of any unusual, suspicious and/or urgent activities related to the incarcerated persons.

**A.1.7.9.** While it is impractical to identify all activities that could potentially fall into this category, at a minimum activities involving any of the following shall be immediately reported:

**A.1.7.9.1.** Any act of violent or threatening behavior by the incarcerated persons.

**A.1.7.9.2.** Any attempt by the incarcerated persons to escape custody.

**A.1.7.9.3.** Any attempted or completed unauthorized contact or communication with others.

**A.1.7.9.4.** Any use of force by a security guard

**A.1.7.10.** Complete all necessary reports, including documentation of all relevant information related to the services provided under this Agreement. CONTRACTOR shall provide all records and other written materials relevant to the services provided to COUNTY within twenty-four (24) hours of service.

**A.1.7.11.** Maintain records of security work activities, section notices and findings, and any other records agreed to in writing with the Yuba County Sheriff's Department for a period of two (2) years following the completion of services and termination of contract.

**Attachment B will be modified as follows:**

**Attachment B – Payment:**

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed Two Hundred Thousand Dollars and no cents (\$200,000.00). COUNTY shall pay CONTRACTOR for services, pursuant to the rate schedules as follows:

**B.1.1.** COUNTY shall pay CONTRACTOR a contract fee not to exceed **Twenty-Five Dollars and Fifty Cents (\$25.50)** per unarmed guard per hour regular rate for all services as outlined in Attachment A, Scope of Work.

**B.1.2.** COUNTY shall pay CONTRACTOR a contract fee not to exceed **Thirty-Eight Dollars and Twenty-Five Cents (\$38.25)** per armed guard per hour regular rate. Armed guard services shall only be rendered if requested by COUNTY. In no event will COUNTY pay armed guard rate if not previously requested, in writing.

**B.1.3** COUNTY shall pay CONTRACTOR a contract fee not to exceed **Thirty-Eight Dollars and Twenty-Five Cents (\$38.25)** per unarmed guard per hour overtime. COUNTY must be notified and approved, in advance of such overtime work being conducted. Overtime for the purposes of this contract mis defined as work conducted by an individual unarmed guard that would require the guard's work conducted by an individual unarmed guard that would require the guard's work hours to exceed 40 hours a week, or 8 hours per day AND if COUNTY does not provide an advance 48 hour notice.

**B.1.4.** COUNTY shall pay CONTRACTOR a contract fee not to exceed **Fifty-Five Dollars and no cents (\$55.00)** per armed guard per hour overtime/additional guard rate for services either not detailed in this Agreement in Attachment A, Scope of Work, or due to unforeseen circumstances or emergency services. In no event will COUNTY pay armed guard overtime rate if not previously requested, in writing.

**B.1.5.** COUNTY shall pay CONTRACTOR a contract fee not to exceed **Sixteen Dollars and no cents (\$16.00) per night for two (2) patrols for the four (4) facilities referenced in Attachment A, Scope of Work.**

**B.1.6.** CONTRACTOR shall submit requests for payment no later than the tenth (10th) day of the month following provision of services. Invoice statements shall be itemized and sent to COUNTY no less than a monthly basis, by location, and must include the following:

**B.1.6.1.** Names of personnel, hours worked per facility, and rate being charged.

- B.1.6.2.** Monthly total of hours worked per facility and cost
- B.1.6.3.** Accumulative total of hours worked per facility and cost

**B.1.7.** CONTRACTOR shall submit original invoices no less than a monthly basis directly to each facility point of contact, and provide COUNTY Department of Administrative Services a copy of invoices for each facility.

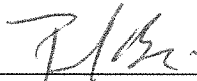
**B.1.8.** In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (\$200,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

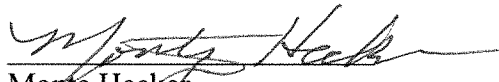
All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement No. 901955, on August 19, 2024.

"COUNTY"  
COUNTY OF YUBA


"CONTRACTOR"  
California Security Services, Inc. dba  
Elite Universal Security


  
\_\_\_\_\_  
Perminder Bains,  
Purchasing Agent

  
\_\_\_\_\_  
Monte Hecker,  
President

INSURANCE PROVISIONS APPROVED

APPROVED AS TO FORM

  
\_\_\_\_\_  
for Tiffany Manuel,  
Risk Manager

  
\_\_\_\_\_  
For, Janet E. Bender  
County Counsel