AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Security Services for Yuba County Facilities - 901957 ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

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

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: December 10, 2024

Termination Date: December 9, 2027

This Agreement shall be for a three (3) year term, with two (2) one-year extension options. Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

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.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the

manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Director of Administrative Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Monty Hecker, President for vendor is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Contractor's Cost Proposal

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2024.

"COUNTY"
COUNTY OF YUBA

_____
Chair,
Board of Supervisors

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

_____
Monty Hecker,
President

INSURANCE PROVISIONS APPROVED

_____
Tiffany Manuel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

_____
for Janet E. Bender,
County Counsel

COUNTY OF YUBA
California Security Services Inc., dba Elite Universal Security

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

A.1.1. General Requirements

A.1.1.1. CONTRACTOR shall provide security services for the COUNTY and maintain a high standard of cleanliness and neatness in all areas for functions within their control.

A.1.1.2. Required result of this Agreement is to secure COUNTY facilities in such a manner as to provide a clean, healthy and safe working environment for occupants and COUNTY personnel.

A.1.1.3. All equipment and materials shall meet all standards as required under the laws and regulations of California Private Patrol Operator (PPO). CONTRACTOR shall hold and maintain all proper licensing throughout the duration of this Agreement.

A.1.1.4. Under this Agreement, COUNTY shall contact CONTRACTOR for unscheduled and emergency services in a reasonable amount of lead-time, with specific instructions and work location(s) identified.

A.1.1.5. CONTRACTOR shall provide all necessary documentation of all personnel working in COUNTY facilities, to reflect all trainings and certifications.

A.1.1.6. CONTRACTOR shall send resumes, certifications, and proof of training(s) to COUNTY, of all personnel assigned to COUNTY facilities.

A.1.1.6.1. CONTRACTOR shall provide COUNTY a minimum of 48-hour notice of new hires and complete the Badge Requisition Form. Under no circumstance shall CONTRACTOR assign personnel to COUNTY facilities without submission of a background check performed by COUNTY and issuance of an ID card.

A.1.1.7. CONTRACTOR shall guarantee all personnel will receive proper annual training and maintain records of all trainings.

A.1.1.8. CONTRACTOR shall equip all personnel with a means of mobile communication, i.e. cell phone or two-way radio. Usage of personal mobile devices and phone for activity unrelated to security services while on duty shall be strictly prohibited.

A.1.2. Performance

A.1.2.1. Hours enumerated below are not guaranteed but represent COUNTY best estimate of level of services identified at four facilities, as outlined in A.1.3., A.1.4., A.1.5, and A.1.6.

A.1.2.2. Posts shall be staffed continually to the extent indicated herein. CONTRACTOR is solely responsible for determining and providing all substitute personnel as needed to cover all breaks and lunches as required under California State laws and regulations.

A.1.2.3. CONTRACTOR shall maintain a high level of professionalism with courtesy and respect to COUNTY personnel interactions and belongings, as well as interactions with customers within COUNTY facilities. COUNTY will not allow any variance in compensation to allow for such continuous staffing requirement.

A.1.2.4. CONTRACTOR's prime responsibility is to protect COUNTY's property at all times. Personnel are required to perform hourly internal and external patrol of all COUNTY facilities.

A.1.2.5. CONTRACTOR shall immediately report all potential criminal activities, disorderly conduct, or suspicious behavior to the appropriate personnel on the Emergency Contact List. COUNTY Department of Administrative Services shall provide CONTRACTOR with an Emergency Contact List on an annual basis, or when updates are necessary throughout the year.

A.1.2.6. Respond to intrusion alarms from COUNTY alarm services companies, as requested by the County. Arm and disarm alarm as necessary.

A.1.2.7. Assist visitors to the facility in locating departments and offices, both within the facility and elsewhere in the COUNTY. CONTRACTOR may be required to escort vendors and the public through the facility.

A.1.2.8. In the event of an emergency, CONTRACTOR shall assist COUNTY officials and the public in orderly evacuation of the facility. An evacuation plan will be provided to the CONTRACTOR.

A.1.2.9. Perform such other functions as may be necessary in the event of situations or occurrences, such as civil disturbances, attempts to commit sabotage, or other criminal acts adversely affecting the security and safety of the COUNTY, its employees, property and general public lawfully in the facilities.

A.1.2.10. CONTRACTOR shall provide COUNTY with Daily Activity Reports (DARs) for all operations at all COUNTY facilities. DARs shall be reported to the designated representative at each COUNTY location. DARS shall include, but shall not be limited to, time reporting for duty, relieving guards, supervisory visits, patrol completion, opening and securing facilities, calls for back-up or assistance, persons denied access to the facility, weapons detected, first aid emergencies, and suspicious or unusual behavior.

A.1.2.11. CONTRACTOR shall maintain a package receiving form. Information collected shall include, but shall not be limited to, date, time received, package origin, carrier, department, point of contact, tracking number, and

COUNTY personnel sign-off once package is retrieved or delivered. This process may change through the term of the contract.

A.1.2.12. CONTRACTOR shall ensure that all personnel performing services under this Attachment A, Scope of Services and Duties, shall be at the regular time rate for each facility, unless authorized by Administrative Services Director.

A.1.2.13. In the event of an unforeseen circumstance or emergency, COUNTY may request or require services to be performed by CONTRACTOR for additional working hours, change of hours, or at non-COUNTY facilities. COUNTY shall contact CONTRACTOR's representative by phone, or in writing, if services are requested. If CONTRACTOR personnel assigned to these requests are paid at the regular time rate by the CONTRACTOR, COUNTY will be responsible for paying the standard unarmed guard rate as specified in Attachment B.1.1. If in the event CONTRACTOR personnel will need to work overtime hours, due to unforeseen circumstances or emergencies, COUNTY will only be responsible for paying the overtime unarmed guard rate as specified in Attachment B, Payment, B.1.3., if the CONTRACTOR is paying their personnel overtime rate. CONTRACTOR must notify the COUNTY of all overtime hours, prior to work performed, and COUNTY must approve all overtime in writing.

A.1.3. Yuba County Government Center Requirements – CONTRACTOR is to provide two (2) security guards for the Yuba County Government Center, located at 915 8th Street, in Marysville, as directed by the Director of Administrative Services or designee. Security services shall be provided as follows:

A.1.3.1. Services shall be provided Monday through Friday, from 7:30 a.m. to 5:30 p.m. If in the event additional services are needed, COUNTY shall contact CONTRACTOR for the additional services in writing with 48-hour notice.

A.1.3.2. Provide services for after-hours meetings, as necessary. COUNTY shall provide CONTRACTOR with a meeting request form.

A.1.3.3. Monitor foot traffic, operate an X-ray machine, monitor walk-through metal detector, usage of hand-held metal detector, assurance of no weapons, or weapon-type mechanism, and/or contraband entering COUNTY premises. CONTRACTOR shall provide policies and procedures to use lockers and must be approved by the Director Administrative Services.

A.1.3.4. 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, deter trespassers, and visually inspecting COUNTY fleet vehicles for evidence of tampering. Security guards shall also present their ID cards at designated card readers at each facility.

A.1.3.5. Prior to 8:00 am and after 5:00 pm security guard services shall include clearing the building, to include restrooms, conference rooms, breakroom and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) overnight mobile patrols nightly, at varying hours to assure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence

of tampering.

A.1.3.5.1. 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.1.3.5.2. CONTRACTOR personnel shall present ID card at the designated external readers to document their presence at COUNTY facilities during all night patrols and foot patrols.

A.1.3.6. Any security guard operating x-ray scanning equipment shall meet the requirements in California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 6, Section 30337 Requirements for use of Cabinet X-ray Systems.

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 to monitor security cameras, provide hourly foot patrols, and assist other guards as necessary. CONTRACTOR is to provide an additional guard 7 days a week from 8:00pm through 4:00am to ensure after-hours safety. CONTRACTOR is to provide another additional guard Monday through Friday from 8:00am-5:00pm to monitor foot traffic at the front door, observe for any visual signs of illegal weapons, and assist the public as necessary. Number of requested unarmed security guards is subject to change. Security expectations at this facility are:

- Be visible, have a command presence, and walk the lobby periodically.
- Approach all interactions in a respectful and friendly manner first. The primary goal of all interactions should be to deescalate.
- Hourly security/perimeter checks (including CAPS/VETS Lobby and restrooms).
- Address incidents in parking lot as well as inside building. Either call law enforcement and stand by as a witness or investigate and intervene at the guard's discretion. Document details and field information as necessary.
- Cell phones are for work phone calls and photographing evidence only.
- Ensure no visitors are smoking (or vaping) in non-smoking areas. Direct smoking visitors toward smoking areas.
- Engage visitors with animals (2 questions only):
  Is the dog a service animal required because of a disability?
  What work or task has the service animal been trained to perform?
- Engage visitors entering building with a visible weapon. No weapons are allowed inside the building.
- Address safety issues to prevent injuries (kids climbing on furniture, playing with stanchions, etc.)
- Engage hostile, loud visitors. ***Do not*** wait for reception to request assistance. Be pro-active.
- Call 911 or law enforcement when needed.

- Provide guidance and information to visitors if approached. Provide good customer service to visitors.
- Report unattended or suspicious packages and back-packs. Items shouldn't be left un-attended
- One cell phone should be shared between all guards irrespective of the shift they are on. That cell phone number will be programmed as an emergency speed dial number on all booth and reception counter phones. The guard will answer the phone but simultaneously begin investigating the booths and lobby for the source of the call.
- If building is evacuated assist with lobby evacuation, then remain out front of building ensuring visitors and staff ***do not*** enter the building.
- Maintain strict confidentiality of visitors (YCHHSD 452-2 form).
- Engage people digging through trash cans (county ordinance prohibits it).
- Attend de-escalation trainings presented to HHS staff by HR.
- One guard remains posted at the front station in the lobby at all times unless emergency. This includes while the other is conducting perimeter/security check and while the other is on break or lunch.

A.1.4.1. Provide services for after-hours meetings, as necessary. COUNTY shall contact CONTRACTOR to request after-hours services in writing with 48-hour notice.

A.1.4.2. During normal business hours, monitor foot traffic and provide oversight for the main lobby while not on foot patrol.

A.1.4.3. 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, deter trespassers, and visually inspecting COUNTY fleet vehicles for evidence of tampering. Security guards shall also present their ID cards at designated card readers at each facility.

A.1.4.4. Prior to 8:00 am and after 5:00 pm on Monday through Friday security guard services shall include clearing the building, to include, restrooms, conference rooms, break room, and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) nightly overnight mobile patrols nightly, at varying hours to assure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence of tampering.

A.1.4.5. 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.1.4.6. CONTRACTOR personnel shall present ID card at the designated external readers to document their presence at the COUNTY facilities during all night patrols, and foot patrols.

A.1.4.7. After-hours services shall also include a minimum of one external patrol per hour assurance of secured external doors; deter trespassers, and visually inspecting COUNTY fleet vehicles for evidence of tampering. Security guards shall also present their ID cards at the card readers during each patrol.

A.1.5. Yuba County Courthouse – CONTRACTOR shall provide two (2) security guards for the Yuba County Courthouse, located at 215 5th 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.

A.1.6. Yuba County Library – CONTRACTOR shall provide one (1) security guard for the Yuba County Library, located at 303 2nd 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 on Saturday from 9:00 a.m. - 1:00 p.m. 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 a.m. on Saturdays) and after 6:00 p.m. (1:00 p.m. 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 nightly, at varying hours to assure 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 for the duration of construction at the Yuba County Library. COUNTY will provide CONTRACTOR with a forty-eight (48) hour notice.

A.1.6.7. COUNTY may reinstitute CONTRACTOR's service after completion of construction at the Yuba County Library. COUNTY will provide CONTRACTOR with a forty-eight (48) hour 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 to include at a minimum:

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 assure 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.

A.1.8. Additional Services

A.1.8.1. Avondale Property – CONTRACTOR shall perform a minimum of two (2) nightly overnight mobile patrols nightly, at varying hours to deter trespassers. COUNTY may discontinue or reinstate service with a forty-eight (48) hour notice.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, to provide personnel with all equipment necessary to perform services, such as radios, cell phones, and mobile patrol vessels. COUNTY shall furnish all facilities, equipment, such as desks, seating areas, X-ray machines and metal detectors, pursuant to this Agreement.

COUNTY OF YUBA
California Security Services Inc., dba Elite Universal Security

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Two Million Dollars and no cents ($2,000,000.00). COUNTY shall pay CONTRACTOR for services, pursuant to the rate schedules as follows:

B.1.1. Unarmed Guard.

B.1.1.1. For the period of December 10, 2024 to December 9, 2025 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Twenty-Six Dollars and no Cents ($26.00) per unarmed guard per hour regular rate for all services as outlined in Attachment A, Scope of Work.

B.1.1.2. For the period of December 10, 2025 to December 9, 2026 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Twenty-Six Dollars and Fifty-Five Cents ($26.55) per unarmed guard per hour regular rate for all services as outlined in Attachment A, Scope of Work.

B.1.1.3. For the period of December 10, 2026 to December 9, 2027 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Twenty-Seven Dollars and Twenty-Five Cents ($27.25) per unarmed guard per hour regular rate for all services as outlined in Attachment A, Scope of Work.

B.1.2. Armed Guard.

B.1.2.1. For the period of December 10, 2024 to December 9, 2025 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Thirty-Six Dollars and Seventy Cents ($36.70) 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.1.2.2. For the period of December 10, 2025 to December 9, 2026 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Thirty-Nine Dollars and Ten Cents ($39.10) 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.1.2.3. For the period of December 10, 2026 to December 9, 2027 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty Dollars and Fifty-Seven Cents ($40.57) 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. Unarmed Guard Overtime.

B.1.3.1. For the period of December 10, 2024 to December 9, 2025 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Thirty-Nine Dollars and no Cents ($39.00) per unarmed guard per hour overtime. COUNTY must be notified and approved, in advance of overtime work being conducted. Overtime for the purposes of this contract is defined as 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.

B.1.3.2. For the period of December 10, 2025 to December 9, 2026 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Thirty-Nine Dollars and Eighty-Three Cents ($39.83) per unarmed guard per hour overtime. COUNTY must be notified and approved, in advance of overtime work being conducted. Overtime for the purposes of this contract is defined as 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.

B.1.3.3. For the period of December 10, 2026 to December 9, 2027 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty Dollars and Eighty-Eight Cents ($40.88) per unarmed guard per hour overtime. COUNTY must be notified and approved, in advance of overtime work being conducted. Overtime for the purposes of this contract is defined as 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.

B.1.4. Armed Guard Overtime.

B.1.4.1. For the period of December 10, 2024 to December 9, 2025 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifty-Five Dollars and Five Cents ($55.05) 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.1.4.2. For the period of December 10, 2025 to December 9, 2026 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifty-Eight Dollars and Sixty-Five Cents ($58.65) 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.1.4.3. For the period of December 10, 2026 to December 9, 2027 the COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty Dollars and Eighty-Six Cents ($60.86) 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. Overnight Mobile Patrol.

B.1.5.1. COUNTY shall pay CONTRACTOR a contract fee not to exceed Eight Dollars and Sixty-Six Cents ($8.66) per patrol for additional overnight patrols exceeding two (2) nightly patrols detailed in this Agreement 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. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ($2,000,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2. TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3. AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA
California Security Services Inc., dba Elite Universal Security

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.6 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any

manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.9 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.10 SECURITY CLEARANCE AND BACKGROUND CHECK. CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONTRACTOR's expense and shall be coordinated by the CONTRACTOR with the Yuba County Human Resources Department, 915 8th Street, Suite 113 Yuba St. Marysville, CA 95901. CONTRACTOR personnel shall provide the following information to the County Human Resources Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to all personnel and any new personnel due to employee turnover.

CONTRACTOR will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONTRACTOR's assigned personnel. CONTRACTOR personnel must be cleared by the COUNTY prior to start of work. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONTRACTOR to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONTRACTOR is unable to perform the work with persons acceptable to the COUNTY.

C.10.1 Upon award of contract, CONTRACTOR shall immediately provide a resume and copy of certifications of all guards to be assigned to each COUNTY site prior to the start of service. In addition, CONTRACTOR shall send a completed Badge Requisition Form, Exhibit IV, to the Department of Administrative Services for processing.

C.10.2 In no event shall CONTRACTOR assign guards to COUNTY project sites or facilities without providing the aforementioned information, or written approval from the Director of Administrative Services.

C.10.3 CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this Agreement, are required to pass a background check and security clearance performed by COUNTY.

C.11 CERTIFICATIONS AND LICENSING. CONTRACTOR shall comply with all necessary licensing requirements and shall obtain all appropriate licenses. CONTRACTOR to provide COUNTY with proof of licensing. CONTRACTOR shall hold and maintain the California Private Patrol Operator (PPO), license number 120296.

C.12 PERSONNEL REQUIREMENTS. The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specifications. All contract employees are to adhere to basic public works standards for working attire including: Uniform shirts with CONTRACTOR'S name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts and security attire are to be maintained in a neat and presentable condition.

C.13 CONTRACTOR VEHICLE. CONTRACTOR is to provide all items necessary to provide transportation of the necessary equipment needed for services. This includes vehicle, fuel, equipment and identifiable information that indicates the CONTRACTOR'S name or logo and telephone number. Trucks are to be kept in a clean and presentable condition. COUNTY assumes no liability for any damage made to a CONTRACTOR vehicle by any act of nature, disaster, willful or accidental conduct or negligence.

C.14 PERFORMANCE. CONTRACTOR agrees to perform all tasks assigned to CONTRACTOR as set forth in this Agreement, Scope of Work, and Payment Schedule, and to provide all assistance and cooperation to COUNTY.

C.15 DRUG-FREE WORKPLACE. CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the COUNTY Purchasing Agent, Director of Administrative Services. Violation of this provision shall constitute a material breach of the Agreement.

C.16 ETHICAL COMPLIANCE. Contractor, its employees, agents, representatives and subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest in conducting work. In concurrence with its performance of work, CONTRACTOR and its employees, officers, agents, and representatives shall comply with, all applicable laws, statutes,

regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices pursuant to Contractor Code of Business Ethics and Conduct Section 52.203-13. If any action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.17 SKILLED AND TRAINED WORKFORCE. CONTRACTOR hereby guarantees COUNTY that only skilled and trained workforce shall participate in professional services pursuant to the California Public Contract Code 2600, and following, statute and regulation.

C.18 DRESS CODE. CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, uniform accessories, equipment, materials, transportation and supervision, in decent condition, at all times while the work is being performed. COUNTY deems ID badges necessary to perform services. COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or sub-contractor, wear such ID badge while working on site to perform services.

C.19 TERMINATION OF CONTRACT. In the event of a breach of contract by CONTRACTOR, or in the event CONTRACTOR'S actions compromise the integrity or security of the COUNTY, its employees or property, COUNTY reserves the right to immediately terminate the contract.

C.19.1 Under normal circumstances, CONTRACTOR shall be given written notice by COUNTY of any failure to perform as specified in the contract. CONTRACTOR will then be given one week to correct the specified deficiencies. Failure to perform or continued non-cooperation on the part of the CONTRACTOR may be deemed grounds for termination of this contract upon 48 hours written notice.

C.19.2 COUNTY reserves the right to cancel any contract entered into hereby upon a 30-calendar day written notice to CONTRACTOR.

C.20 TRAINING. CONTRACTOR shall maintain training records for each employee. Training records shall document all training received, employee qualifications, permits and certificates of completion. Such records shall be made available to COUNTY for inspection upon request.

C.20.1 CONTRACTOR shall assure that each security guard receives eight (8) hours of annual practice and review required by subdivision (f) (1) of the State of California Business and Professions Code Section 7583.6.

C.21 WEAPONS AND USE OF FORCE. The use of weapons and/or force by guards assigned to any COUNTY site is strictly prohibited. Possession of weapons by guards on the site shall be grounds for immediate and permanent removal of the guard from COUNTY facilities, and repeated offenses may be grounds for termination of this Agreement. The use of force by a guard beyond that necessary for self-defense and/or the safety of others shall also be grounds for removal of the guard.

C.21.1 Guards shall have normal concern for their own physical safety and should take reasonable precautions not to place themselves in situations which would encourage violence or abuse against either themselves or other persons in the area. However, if threatened,

guards may take all reasonable steps necessary to protect themselves and others from injury or harm.

C.21.2 CONTRACTOR shall assume full liability for any use of force by its employees and any other activities not within the best interests of the COUNTY.

C.22 ARREST/DETAINMENT. COUNTY prohibits the use of arrest powers by CONTRACTOR'S employees. When necessary, the proper appropriate law enforcement shall be summoned. No force shall be used by CONTRACTOR'S employees except that are absolutely necessary for self-defense or protection of others in immediate danger. CONTRACTOR'S employees shall always be cooperative with authorized emergency personnel, and shall assist emergency personnel in the performance of their duties. CONTRACTOR'S employees shall surrender their authority to authorized emergency personnel. Contract guard powers of arrest are no greater than those of a private citizen. CONTRACTOR shall assume full liability for any of its employees in the exercise of any police authority.

C.23 COMMUNICATIONS. CONTRACTOR shall furnish portable radios/GPS enabled cellular phones/devices to guards to provide a means for immediate communications with CONTRACTOR'S operations/dispatch center. In addition, CONTRACTOR shall establish a method, (e.g. radio, cellular phone) whereby COUNTY may immediately contact guard when on duty.

C.24 DISQUALIFICATION OF GUARD PERSONNEL. Disqualification of guard personnel will occur if a violation of any item indicated in section C.10, et.al., at the time of employment and further subsequent employment by CONTRACTOR in any work performed under this Agreement. The arrest and/or conviction for any crime may be cause for reassignment of any of CONTRACTOR'S employees upon request of COUNTY.

C.24.1 COUNTY reserves the right to require CONTRACTOR to remove any security personnel from duty and have them replaced when a guard's continued employment is deemed by the COUNTY to be contrary to the public interest or inconsistent with the best interests of the COUNTY.

COUNTY OF YUBA
California Security Services Inc., dba Elite Universal Security

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.
CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

COUNTY OF YUBA
California Security Services Inc., dba Elite Universal Security

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

County of Yuba
Administrative Services
915 8th Street, Suite 119, Marysville CA 95901

Perminder Bains, Director

1ST YEAR

COST PROPOSAL

Cost proposal shall be in the form of a schedule of values. Contractors can use the form below, or facsimile form.

	HOURS (ANNUAL)	*RATE*	*TOTAL (ANNUAL)*
STANDARD LABOR			
Unarmed Guard Rate	24292.00	$ 26.00	$ 631.592.00
Armed Guard Rate	AS NEEDED	$ 36.70	$
		$	$
OVERTIME LABOR			
Unarmed Guard Rate	AS NEEDED	$ 39.00	$
Armed Guard Rate	AS NEEDED	$ 55.05	$
ADDITONAL FEES			
Overnight Mobile Patrol Fee per Night WILL CK. 4 SITES 2 TIMES NIGHTLY FREE	AS NEEDED	$ 8.66	$
ALTERNATE 1		$	$
(Enter any additional rates relevant to this RFP)		$	$
		$	$
		$	$
GUARD GUARENTEE PAY RATE - $18.00 PER HR. UNARMED $24.00 PER HR. ARMED			
TOTAL ANNUAL COST			$ 631,592.00

ELITE WILL PERFORM 2 MOBILE PATORL CHECKS AT EACH OF THE SITES LISTED NIGHTLY AT NO CHARGE. 56 CHECKS WEEKLY

10/4/2024

County of Yuba
Administrative Services
915 8th Street, Suite 119, Marysville CA 95901

Perminder Bains, Director

2ND YEAR

COST PROPOSAL

Cost proposal shall be in the form of a schedule of values. Contractors can use the form below, or facsimile form.

	HOURS (ANNUAL)	*RATE*	*TOTAL (ANNUAL)*
STANDARD LABOR			
Unarmed Guard Rate	24292	$ 26.55	$ 644,952.60
Armed Guard Rate	AS NEEDED	$ 39.10	$
		$	$
OVERTIME LABOR			
Unarmed Guard Rate	AS NEEDED	$ 39.83	$
Armed Guard Rate	AS NEEDED	$ 58.65	$
ADDITONAL FEES			
Overnight Mobile Patrol Fee per Night WILL CK. 4 SITES 2 TIMES NIGHTLY FREE	AS NEEDED	$ 8.66	$
ALTERNATE 1		$	$
(Enter any additional rates relevant to this RFP)		$	$
		$	$
		$	$
GUARD GUARENTEE PAY RATE - $18.00 PER HR. UNARMED $24.00 PER HR. ARMED			
TOTAL ANNUAL COST	242292		$ 644,952.60

ELITE WILL PERFORM 2 MOBILE PATORL CHECKS AT EACH OF THE SITES LISTED NIGHTLY AT NO CHARGE. 56 CHECKS WEEKLY

10/4/24

County of Yuba
Administrative Services
915 8th Street, Suite 119, Marysville CA 95901

Perminder Bains, Director

3RD YEAR

COST PROPOSAL

Cost proposal shall be in the form of a schedule of values. Contractors can use the form below, or facsimile form.

	HOURS (ANNUAL)	*RATE*	*TOTAL (ANNUAL)*
STANDARD LABOR			
Unarmed Guard Rate	24294	$ 27.25	$ 661,957.00
Armed Guard Rate	AS NEEDED	$ 40.57	$
		$	$
OVERTIME LABOR			
Unarmed Guard Rate	AS NEEDED	$ 40.88	$
Armed Guard Rate	AS NEEDED	$ 60.86	$
ADDITONAL FEES			
Overnight Mobile Patrol Fee per Night WILL CK. 4 SITES 2 TIMES NIGHTLY FREE	AS NEEDED	$ 8.66	$
ALTERNATE 1		$	$
(Enter any additional rates relevant to this RFP)		$	$
		$	$
		$	$
GUARD GUARENTEE PAY RATE - $18.00 PER HR. UNARMED $24.00 PER HR. ARMED			
TOTAL ANNUAL COST	24292		$ 661,957.00

ALL GUARDS WILL BE AT A GUARENTEE PAY RATE = $18.00 PER HOUR UNARMED $24.00 ARMED

ELITE WILL PERFORM 2 MOBILE PATORL CHECKS AT EACH OF THE SITES LISTED NIGHTLY AT NO CHARGE. 56 CHECKS WEEKLY

10/4/24