

**THIRD AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Third Amendment to Agreement No. PO 4013 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and A-1 Protective Services, LLC, a California limited liability company authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, on or about July 16, 2021, the Parties entered into Agreement No. PO 4013 (“Agreement”); and

**WHEREAS**, on or about August 4, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about August 27, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

**WHEREAS**, on or about October 4, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

**WHEREAS**, on or about November 29, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #4; and

**WHEREAS**, on or about December 14, 2021, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about December 23, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #5; and

**WHEREAS**, on or about January 19, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #6; and

**WHEREAS**, on or about February 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #7; and

**WHEREAS**, on or about March 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #8; and

**WHEREAS**, on or about April 21, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #9; and

**WHEREAS**, on or about June 21, 2022, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about July 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #10; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Section 2.** to extend the term of the Agreement through October 31, 2022 and update available optional months; and

2. Revise **Section 5.** to extend the term of the Agreement through October 31, 2022 and add funding in the amount of \$7,500 for FY 2022-23 for a new contract maximum of \$142,500; and
3. Revise **Section 6.** to add funding to each monthly optional extension and revise the maximum payment obligation; and
4. Revise **Section 1.** of **Exhibit B** to update hourly rates.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Section 2.** of the Agreement is hereby amended to read as follows:

2. The term of this Agreement shall be from **July 1, 2021 through October 31, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to two (2) additional monthly extensions through **December 31, 2022**, based on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”)

2. **Section 5.** of the Agreement is hereby amended to read as follows:

5. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **October 31, 2022** shall be no greater than **ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500)** specified as follows

<b>CFDA #21.027</b>		
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through October 31, 2022	<b>Total</b>
\$117,000	\$25,500	<b>\$142,500</b>

3. **Section 6.** of the Agreement is hereby amended to read as follows:

6. **OPTION MONTHS:** The County may exercise its option to extend the term of the Agreement pursuant to **Section 2** above. County shall notify the Contractor in writing should County elect to take its option. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement, and the revised agreement maximum compensation, subject to the maximums set forth below:

<b>Option Month/ Fiscal Year (OM/FY)</b>	<b>Revised Agreement Expiration Date Per OM/FY</b>	<b>Maximum Increased Funding Amount Per OM/FY</b>	<b>Revised Agreement Lifetime Maximum Per OM/FY</b>
OM/FY November 2022-23	On or before November 30, 2022	Up to \$6,500	Up to \$149,000
OM/FY December 2022-23	On or before December 31, 2022	Up to \$6,500	Up to \$155,500

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the total contract maximum exceed the amount of **ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$155,500)** unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

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**4. Section 1. of Exhibit B** to the Agreement is hereby amended to read as follows:

1. During the contract term, the rates are.
  - a. Rates effective July 1, 2021 through July 31, 2022 are as follows:
    - i. Daily Security Services (Regular Hours) at a rate of \$19.67/Regular Hour.
    - ii. Daily Security Services (Overtime Hours) at a rate of \$29.51/Overtime Hour.
    - iii. Vehicle Daily Rate Per Day at a rate of \$25.00/Day.
    - iv. In no event shall the compensation to the Contractor exceed these rates.
  - b. Rates effective August 1, 2022 are as follows
    - i. Daily Security Services (Regular Hours) at a rate of \$23.42/Regular Hour.
    - ii. Daily Security Services (Overtime Hours) at a rate of \$35.13/Overtime Hour.
    - iii. Vehicle Daily Rate Per Day at a rate of \$30.00/Day.
    - iv. In no event shall the compensation to the Contractor exceed these rates.

5. Except as specifically amended by this Third Amendment and any prior Amendments, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF** the Parties have executed this Third Amendment as of the day and year last set forth below.

**CONTRACTOR**

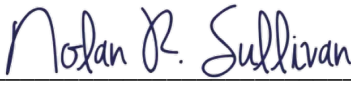
By  \_\_\_\_\_  
Paula Jones, Director of Security  
A-1 Protective Services, LLC.

Date: 8/16/2022

**COUNTY OF YOLO**

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

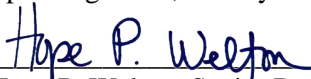
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By  \_\_\_\_\_  
Hope P. Welton, Senior Deputy