

BOS AGREEMENT NO. _____

Original Agreement No.	BOS-21-145 JA-B21-145
Amendment 1 No.	BOS-21-145-A1
Amendment 2 No.	BOS-21-145-A2
Amendment 3 No.	BOS-21-145-A3
Amendment 4 No.	BOS-21-145-A4

**FIFTH AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-21-145**

This fifth Amendment to Agreement No. BOS-21-145 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Armorous**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-21-145 was entered into on July 15, 2021, (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-21-145 was entered into on March 28, 2023, (the "First Amendment") increasing the total amount by \$200,000 for a new total of \$600,000; and

WHEREAS, Second Amendment to Agreement No. BOS-21-145 was entered into on May 6, 2025, (the "Second Amendment") increasing the total amount by \$30,000 for a new total of \$630,000; and

WHEREAS, Third Amendment to Agreement No. BOS-21-145 was entered into on June 24, 2025, (the "Third Amendment") increasing the total amount by \$100,000 for a new total of \$730,000; and

WHEREAS, Fourth Amendment to Agreement No. BOS-21-145 was entered into on January 6, 2026 increasing the total amount by \$84,000 for a new total of \$814,000; and

WHEREAS, the Initial Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this fifth Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2026, to June 30, 2027; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$100,000 from \$814,000 to \$914,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2026, to June 30, 2027.
2. The total contracted amount set out in the Agreement is hereby increased by \$100,000 from \$814,000 to \$914,000.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *[Signature]*
DEPARTMENT HEAD

Date: 04/27/2026

Budgeted: Yes No

Budget Unit: 2510

Line Item: 862189

Org/Object Code: JA-862189

Grant: Yes No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: *[Signature]*
Risk Management

Date: 04/10/2026

CONTRACTOR/COMPANY NAME

By: *[Signature]*
SIGNATURE

Date: 5/18/26

NAME AND ADDRESS OF CONTRACTOR:

Armorous
3550 Round Barn Blvd., Ste. 313
Santa Rosa, CA 95403
Ph: 707-387-4400
Em: eric@armorous.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *[Signature]*
COUNTY COUNSEL

Date: 04/10/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: 04/10/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors

EXHIBIT B
PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. The billing rates for armed security agent services shall be as follows:

a. Regular Service:	\$90.18 per hour
b. Overtime and Holiday:	\$135.27 per hour
c. Excess of 12 hours per day, per Security Officer:	\$180.35 per hour

2. Regular billing rates shall be used for all regularly scheduled work for the first eight (8) hours, per Security Officer. All hours in excess of twelve (12) hours per day, per Security Officer shall be paid at double the regular service rate.

3. Rates shall include the payment of one (1) additional hour of pay per Security Officer workday, paid at the Regular Service rate, when a Security Officer is unable to take a ten (10) minute rest period for every four (4) hours of work, because there is no relief available from other CONTRACTOR staff. A rest period is not required if a Security Officer works less than three and one half (3½) hours. COUNTY shall not be liable to CONTRACTOR or CONTRACTOR's employees, for any other compensation or damages related to CONTRACTOR's staff being unable to take rest breaks. CONTRACTOR shall endeavor to ensure that CONTRACTOR staff are able to take rest breaks as required.

4. Billing rates shall automatically increase by three percent (3%) per year on July 1st of each year of this Agreement.

5. Special Rates for Additional Services:
 - a. Requests for extra service with short lead time will be billed at the overtime rate as follows: (a) Requests received between 8:00 a.m., Monday through 6:00 p.m., Friday, in a non-holiday week, will be billed at the overtime rate for the first 48 hours of service, if less than 48 hours' notice is received; (b) Requests received between 6:00 p.m., Friday through 8:00 a.m., Monday, or 6:00 p.m. on the evening of a holiday through 8:00 a.m. on the morning following the holiday, will be billed at the overtime rate for the first 72 hours of service, if less than 72 hours' notice is received.

 - b. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

 - c. A labor strike, or other emergency situation, that creates a working environment for security personnel that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.

 - d. Should there be a change in state or federal minimum wage rate, workers' compensation rate, health insurance, liability insurance rate, city, state or federal

tax contribution by employers, or other imposed costs that are beyond the control of CONTRACTOR and that have an adverse effect on the operating costs of CONTRACTOR, COUNTY agrees to pay for such revised billing rates that will reimburse CONTRACTOR for its added costs.

- e. CONTRACTOR's agents and personnel shall be compensated for all time, including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which CONTRACTOR is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the prevailing regular rates set forth above, in addition to reasonable costs and expenses incurred.
5. CONTRACTOR will submit invoices addressed to:
- Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal Office
or via email to: accounting@mendocinosheriff.org
6. Payments under this Agreement shall not exceed Nine Hundred Fourteen Thousand Dollars (\$914,000) for the term of this Agreement.

[END OF PAYMENT TERMS]