

**FOURTH AMENDMENT
TO
AGREEMENT FOR ARMED SECURITY GUARD SERVICES**

This Fourth Amendment ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Defense Block Security, a corporation authorized to operate in the state of California, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, County and Contractor entered into an Agreement, dated August 29, 2023, for armed security guard services; and

WHEREAS, the County and Contractor amended Exhibit C of the Agreement, effective March 5, 2025, to establish hourly rates for the provision of a secondary armed and unarmed security guard, to be applied when the assignment of an additional guard is required in conjunction with armed security guard services; and

WHEREAS, the County and Contractor amended Exhibit C of the Agreement a second time, effective August 19, 2025, to remove the annual two percent (2%) increase to the standard hourly rate established upon execution of the Agreement on August 29, 2023, as mutually agreed by both parties; and

WHEREAS, the County and Contractor amended the Agreement a third time, effective November 6, 2025, to revise the travel cost provisions associated with armed guard security service assignments outside Sonoma County; and

WHEREAS, County and Contractor have been mutually satisfied with the Agreement and wish to amend the Agreement a fourth time, to increase the annual spending limit approved by the Board of Supervisors; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 3, Payment, is hereby deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that total payments to Contractor shall not exceed the

following limits:

For the period August 15, 2023, through August 14, 2025, payments made to Contractor shall not exceed two hundred thousand dollars (\$200,000) per year.

For the period August 15, 2025, through the term of this Agreement, payments shall not exceed five hundred thousand (\$500,000) per year, without the prior written approval of County.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the effective date.

CONTRACTOR:

COUNTY OF SONOMA:

By: _____
Luis Pena CEO & Owner

By: _____
Eddie Engram, Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Date: _____