

**FIFTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Fifth Amendment to Agreement No. PO 4013 (“Fifth 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, on or about August 30, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about October 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #11; and

WHEREAS, on or about November 22, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about December 5, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #12; and

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

1. Revise **Section 2.** to reflect the current term of the Agreement and add three monthly optional extensions; and
2. Revise **Section 5.** to reflect the current term of the Agreement, add funding in the amount of \$1,200 for Fiscal Year (FY) 2022-23 with a new contract maximum of \$176,200 and to correct a typographical error from Amendment 4 for FY 2022-23; and
3. Revise **Section 6.** to add three monthly optional extensions and revise the lifetime maximum.

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 March 31, 2023** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to three (3) additional monthly extensions through **June 30, 2023**, 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 **March 31, 2023** shall be no greater than **ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$176,200)** specified as follows

CFDA #21.027		
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through March 31, 2022	Total
\$117,000	\$59,200	\$176,200

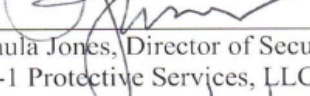
3. **Section 6.** of the Agreement is hereby amended to read as follows:

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:

Option Month/ Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY	On or before	Up to	Up to

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

CONTRACTOR

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

Date: 12/9/22

COUNTY OF YOLO

By _____
Oscar Villegas, Chair
Board of Supervisors

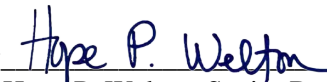
Date: _____

 12/13/2022
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