

AMENDMENT 3

Original Agreement No.	<u>BOS-20-149</u> <u>SO-B20-149</u>
Amendment 1	<u>BOS-20-149-A1</u>
Amendment 2	<u>BOS-20-149-A2</u>

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-20-149**

This third Amendment to Agreement No. BOS-20-149 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Universal Protection Service LP dba Allied Universal Security Services**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-20-149 was entered into on November 3, 2020 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-20-149 was entered into on October 17, 2023 (the "First Amendment") increasing the total amount by \$300,000 for a new total of \$1,301,520; and

WHEREAS, Second Amendment to Agreement No. BOS-20-149 was entered into on November 5, 2024 (the "Second Amendment") increasing the total amount by \$310,000 for a new total of \$1,611,520; and

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

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this third 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 November 14, 2025, to November 14, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$310,000 from \$1,611,520 to \$1,921,520.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from November 14, 2025, to November 14, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$310,000 from \$1,611,520 to \$1,921,520.
3. 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: John Magnan
John Magnan (Sep 15, 2025 08:48:09 PDT)

DEPARTMENT HEAD

Date: 09/15/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862189

Org/Object Code: SO-862189

Grant: ☐ Yes ☒ No

Grant No. : N/A

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 10/07/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arcy
Deputy 10/07/2025

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: Arcy
Deputy 10/07/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 09/12/2025

CONTRACTOR/COMPANY NAME

By: Michael T Kinane
Michael T Kinane (Sep 15, 2025 10:27:43 PDT)

SIGNATURE

Date: 09/15/2025

NAME AND ADDRESS OF CONTRACTOR:

Allied Universal Security Services

134 Lystra Court, Suite A

Santa Rosa, CA 95403

Ph: 707-575-6909

Em: michael.kinane@aus.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: Brina Blanton
COUNTY COUNSEL

Date: 09/12/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Sara Per
Deputy CEO or Designee

Date: 09/12/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ RFP SO-2020-002

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. Contract Totals

- a. CONTRACTOR's annual contract total was calculated using a 40-hour work week, 50-week year, excluding estimated holiday closures annually. If holiday coverage is required or the COUNTY requires staffing beyond the hours the courthouse buildings are open, these numbers will be adjusted.
- b. CONTRACTOR has been selected to provide services described in Exhibit A, Definition of Services, and the compensation shall not exceed **One Million Nine Hundred Twenty-One Thousand Five Hundred Twenty Dollars (\$1,921,520) for the term of this Agreement.**
- c. Security Professional Hourly Billed Rates:

Five (5) Security Professionals:	200 hours/week @ \$30.50/hour
One (1) Security Supervisor:	40 hours/week @ \$33.50/hour

2. CONTRACTOR shall submit invoices addressed to:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal
or Email to: accounting@mendocinosheriff.org

- 3. If additional guards are required, the additional cost to the COUNTY will be based on hourly wages as set forth in Exhibit B, Payment Terms, Item 1-c. If circumstances require, the COUNTY may reduce services of guards required herein. In any event, the COUNTY will pay for only those services actually received.
- 4. Cost overruns and/or failure to perform within the maximum compensation ceiling established shall not relieve CONTRACTOR of responsibility to provide those services specified in Exhibit A, Definition of Services.
- 5. COUNTY shall process approved invoices, and payment for invoices shall occur within 15 days of the date the invoice is received.
- 6. If minimum staffing levels are not met, and COUNTY chooses to continue this Agreement, a credit to the COUNTY shall be given for the amount of that person's salary.
- 7. Payments under this amended Agreement shall not exceed **One Million Nine Hundred Twenty-One Thousand Five Hundred Twenty Dollars (\$1,921,520) for the term of this Agreement.**