

**SECOND AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. SO-S23-003**

This Second Amendment to Agreement No. SO-S23-003 is entered into this 20th day of June, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Michael Tufts dba Tufts Polygraph and Investigation, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. SO-S23-003 was entered into on June 14, 2022 in the amount of \$25,000; and

WHEREAS, First Amendment No. PA 23-52 was amended on November 17, 2022 increasing the agreement amount from \$25,000 to \$50,000, an increase of \$25,000; and

WHEREAS, upon execution of this document by the County of Mendocino and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein.

NOW, THEREFORE, we agree as follows:

1. **Amount of Agreement:** The amount set out in Amendment 1, PA 23-52, will be changed from \$50,000 to \$55,000, an increase of \$5,000.
2. **Payment Terms:** The Payment Terms, Exhibit B, set out in Amendment 1, PA 23-52, is hereby altered and a new Exhibit B is attached herein. Changes are noted in bold and italicized font.

All other terms and conditions of Agreement No. SO-S23-003, and Amendment No. PA 23-52 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Darren Brewster  
Darren Brewster (Jun 5, 2023 10:34 PDT)

Jun 5, 2023

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310/2510

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: N/A

**CONTRACTOR/COMPANY NAME:**

Mike Tufts  
By: Mike Tufts (Jun 5, 2023 10:45 PDT)

**NAME AND ADDRESS OF CONTRACTOR:**

Michael J. Tufts, CA/PI #25701

PO Box 1273

Middletown, CA 95461-1273

Ph: 707-355-9142 / Cell: 707-513-9028

Em: [tuftspi@yahoo.com](mailto:tuftspi@yahoo.com)

**COUNTY OF MENDOCINO**

By: Glenn McGourty  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 06/20/2023

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Amrap  
Deputy 06/20/2023

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: Amrap  
Deputy 06/20/2023

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 06/03/2023

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Brina Blanton  
Deputy

Date: 06/03/2023

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Christopher  
Deputy CEO or Designee

Date: 06/03/2023

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_

## EXHIBIT B

### PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. Reimburse the CONTRACTOR at the appropriate rate per service as listed in the chart within this Exhibit B, 5.
2. CONTRACTOR will provide a monthly invoice to the COUNTY with detailed information on the services provided.
3. CONTRACTOR bills will be in two parts, invoice A is billed after the intake interview/polygraph examination is conducted; invoice B is submitted after the completion of the entire inquiry.
4. CONTRACTOR will submit invoices addressed to:  
Mendocino County  
Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal or Email to: [accounting@mendocinosheriff.org](mailto:accounting@mendocinosheriff.org)

CONTRACTOR will include their County vendor # and County contract # on each invoice.

5. Background Investigation/Polygraph Fees:

Position	Background Investigation & Report	Pre-employment Polygraph & Report	Total
Executive/Chief, Lieutenant	\$2,000	\$300	\$2,300*
Peace Officer	\$1,800	\$300	\$2,100
Peace Officer (update)	\$1,000	\$300	\$1,300
Dispatcher/CSO	\$1,500	\$300	\$1,800
Dispatcher (update)	\$1,000	\$300	\$1,300
Civilian/Confidential	\$1,200	\$300	\$1,500
Volunteer/Security Check	\$ 600		\$ 600
Credit Report Analysis	\$ 100		\$ 100

6. \*Pre-approved travel, outside Lake or Mendocino County is billed at the rate of \$0.65 per mile (round trip). Lodging, meals and subsistence will not be charged for reimbursement.
7. Travel outside of California will be pre-approved by COUNTY. Mileage, lodging and meal reimbursements will be at the current IRS approved rates. Air travel must be at the most economical available prices at the time of travel.
8. Background investigations which are terminated at the intake interview are billed at \$65.00 per hour, with a maximum of \$850.00 (polygraph not included).
9. Background investigations which are terminated after the intake interview, but prior to a bonified conditional offer of employment, are billed at \$65.00 per hour, with a maximum of \$1,250.00 (polygraph not included).
10. Background investigations are invoiced in two parts. Invoice (A) is billed after the intake interview/polygraph examination is conducted (\$850.00 for the intake plus \$300.00 for the polygraph: \$1,150.00). Invoice (B) is submitted after the completion of the entire inquiry for the remaining balance.
11. Note: Due to current Federal regulations, credit reports can only be run on sworn applicants or applicants who will have financial responsibilities and/or control of sums greater than \$5,000.
12. ***Payments under this agreement shall not exceed Fifty Five Thousand Dollars (\$55,000) for the term of this agreement.***

[END OF PAYMENT TERMS]