

BOS AGREEMENT NO. _____

AMENDMENT 2

Original Agreement No	BOS-21-145
County/Munis No	JA-B21-145
Amendment 1	BOS-21-145-A1

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

This second 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 23, 2023, (the "First Amendment") increasing the total amount by \$200,000 for a new total of \$600,000; and

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable to CONTRACTOR from \$600,000 to \$630,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$30,000 from \$600,000 to \$630,000.
2. 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: John Magnan
John Magnan (Apr 18, 2025 07:57 PDT)

DEPARTMENT HEAD

Date: 04/18/2025

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: _____

JOHN HASCHAK, 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: Darcie Antle

Risk Management

Date: 04/04/2025

CONTRACTOR/COMPANY NAME

By: Eric Hanson
Eric Hanson (Apr 19, 2025 08:32 EDT)

SIGNATURE

Date: 04/19/2025

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: Brina Blanton

COUNTY COUNSEL

Date: 04/04/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christina

Deputy CEO or Designee

Date: 04/04/2025

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-2019-002

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section:

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. The billing rates for armed security agent services shall be as follows:
 - a. Regular Service: \$85.00 per hour
 - b. Overtime and Holiday: \$127.50 per hour
 - c. Excess of 12 hours per day, per Security Officer: \$170.00 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. Billing rates shall automatically increase by three percent (3%) per year on July 1st of each year of this Agreement.
4. 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

CONTRACTOR will include the Agreement number on each invoice.

6. **Payments under this Agreement shall not exceed Six Hundred Thirty Thousand Dollars (\$630,000) for the term of this Agreement.**

[END OF PAYMENT TERMS]