

AGREEMENT NO. 25-037

AMENDMENT 1

Original Agreement No.	JH-J23-003
Amendment 1	
Amendment 2	

**FIRST AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. JH-J23-003**

This first Amendment to Agreement No. JH-J23-003 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. JH-J23-003 was entered into on May 17, 2023 (the "Initial Agreement"); and

WHEREAS, the Initial Agreement is referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this first 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 June 30, 2025, to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to amend Exhibit B.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2025, to June 30, 2026.
2. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B-1 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: [Signature]
DEPARTMENT HEAD

Date: 4/7/25

Budgeted: ☐ Yes ☐ No

Budget Unit: 2550

Line Item: 862189

Org/Object Code: JH-862189

Grant: ☐ Yes ☐ No

Grant No. :

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 05/06/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 05/06/2025

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: [Signature]
Deputy 05/06/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/04/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 4/11/25

NAME AND ADDRESS OF CONTRACTOR:

Armorous (707) 387-4400

3550 Round Barn Blvd. #313

Santa Rosa, CA 95404

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: [Signature]
COUNTY COUNSEL

Date: 04/04/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
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 ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

EXHIBIT B-1

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: **\$87.55** per hour
- b. Holiday: **\$131.33** per hour
- c. **Excess of 12 hours per day, per Security Officer: \$175.10 per hour**
- d. **Rest Period Penalty, when no relief from staff: \$87.55 per hour**

2. Regular billing rates shall be used for all regularly scheduled work for the first 8 hours per Security Officer. All hours in excess of 12 hours per day per Officer shall be paid at double the regular service rate. **CONTRACTOR shall be paid by COUNTY for rest period penalties at the regular service rate during instances when there is no relief from CONTRACTOR's staff.**

3. Special Rates for Additional Services:

- a. The holiday billing rate shall be used for all work performed on New Year's Day, Martin Luther King Jr. Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- b. A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the condition under this contract will be cause to negotiate a temporary billing rate for modified services.
- c. 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 ARMOROUS and that have an adverse effect on the operating costs of ARMOROUS, Client agrees to pay for such revised billing rates that will reimburse ARMOROUS for its added costs.
- d. ARMOROUS 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 ARMOROUS 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.

4. CONTRACTOR will submit invoices addressed to:

Mendocino County
Probation Department
589 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

OR

Email to: ProbationAccountng@mendocinocounty.org

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

5. Payments under this agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this agreement.

[END OF PAYMENT TERMS]