

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

This Second Amendment to Agreement No. BOS 21-145 is entered into this 28th day of March, 2023, 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".

WHEREAS, Agreement No. BOS 21-145 was entered into on July 15, 2021; 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; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to increase the total compensation payable to CONTRACTOR set out in the original Agreement No. BOS 21-145, from \$400,000 to \$600,000; and

NOW, THEREFORE, we agree as follows:

1. **Amount of agreement:** The amount set out in the original Agreement No. BOS 21-145 will be changed from \$400,000 to \$600,000, with the addition of \$200,000.
2. **Payment Terms:** The Payment Terms, Exhibit B, set out in the original Agreement BOS 21-145 has been altered and a new Payment Terms, Exhibit B, is attached herein with the changes denoted in bold font (specifically Item A-6).

All other terms and conditions of Agreement No. BOS 21-145 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darren Brewster
Darren Brewster (Mar 13, 2023 16:45 PDT)

Mar 13, 2023

SHERIFF DATE

Budgeted: Yes No

Budget Unit: 2510

Line Item: JA-862189

Grant: Yes No

Grant No.: n/a

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 03/28/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 03/28/2023

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: Antle
Deputy 03/28/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 03/13/2023

CONTRACTOR/COMPANY NAME

By: Eric
Eric Harrison (Mar 14, 2023 14:10 PDT)

Date: Mar 14, 2023

NAME AND ADDRESS OF CONTRACTOR:

Armorous

1360 19th Hole Drive, Suite 207

Windsor, CA 95492

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 03/13/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher
Deputy CEO

Date: 03/13/2023

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
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 Officer: \$170.00 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.
3. Billing rates shall automatically increase by three percent (3%) per year on July 1 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 a.m., Monday through 6 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 p.m., Friday through 8 a.m., Monday, or 6 p.m. on the evening of a holiday through 8 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 ARMOROUS and that have an adverse effect on the operating

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costs of ARMOROUS, Client agrees to pay for such revised billing rates that will reimburse ARMOROUS for its added costs.

- e. 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.

- 5. 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

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

- 6. **Payments under this agreement shall not exceed Six Hundred Thousand Dollars (\$600,000) for the term of this agreement.**

[END OF PAYMENT TERMS]