

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Armorous, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its security personnel services on a standby basis; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Attachment A Armorous Professional Services Agreement
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Appendix A Certification Regarding Debarment, Suspension
and Other Responsibility Matters
- Addendum A-1 CLETS Requirements for Unescorted Contractors

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Twenty Five Thousand Dollars (\$25,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

D. B. [Signature] Jun 28, 2021
SHERIFF'S OFFICE DATE

Budgeted: Yes No

Budget Unit: 2510

Line Item: JA - 862189

Grant: Yes No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

By: [Signature]
Eric Hanson (Jun 28, 2021 11:18 PDT)

Date: Jun 28, 2021

NAME AND ADDRESS OF CONTRACTOR:

Armorous

1360 19th Hole Drive, Suite 207

Windsor, CA 95492

Ph: 707-387-4400
Em: orlando@armorous.com

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 06/24/2021

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

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 06/24/2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 06/24/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed n/a
Mendocino County Business License: Exempt
Exempt Pursuant to MCC Section: _____

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

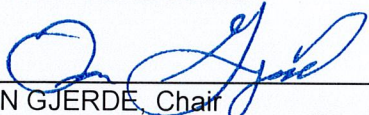
DEPARTMENT FISCAL REVIEW:

see page 2
DEPARTMENT HEAD _____ DATE _____
Budgeted: Yes No
Budget Unit: 2510
Line Item: JA - 862189
Grant: Yes No
Grant No.: n/a

CONTRACTOR/COMPANY NAME:

By: see page 2
NAME AND ADDRESS OF CONTRACTOR:
Armorous
1360 19th Hole Drive, Suite 207
Windsor

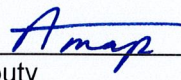
COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS JUL 14 2021

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy
JUL 14 2021

COUNTY COUNSEL REVIEW:

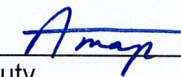
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: see page 2
Deputy

By: 
Deputy
JUL 14 2021

INSURANCE REVIEW:

By: see page 2
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: see page 2
Deputy CEO

ATTACHMENT A

ARMOROUS

-- A Security & Investigations Company -- Professional Services Agreement

1360 19th Hole Drive, Suite 207
Windsor, CA
95492
www.armorous.com

Phone: 707-387-4400
Email: eric@armorous.com
PPO No. 120603

This Professional Services Agreement (hereinafter the "Agreement") is entered into between Armorous (hereinafter "ARMOROUS") and **Mendocino County Sheriff's Office**, whose billing address is **951 Low Gap Road, Ukiah, CA 95482**; (707) 234-2131 (hereinafter "Client") on Tuesday, May 11, 2021. ARMOROUS and Client shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

1. SERVICES.

(a) ARMOROUS and Client hereby agree that ARMOROUS shall furnish the number of specified [unarmed] [armed] security personnel at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.

(b) Security personnel services shall be provided in accordance with this Agreement, and with any written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, ARMOROUS shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. ARMOROUS's primary responsibility will be to observe and report to Client, and to provide a deterrent to criminal activity.

(c) Security services shall begin as determined by the needs of the Marin County Sheriff's Office and shall conclude on June 30, 2021, unless modified or terminated by the parties with written notice, pursuant to section 12.

(d) Client acknowledges that ARMOROUS will incur costs to prepare for, staff and commence the services under this Agreement. In the event services are terminated by Client after commencement of the Agreement during the initial term, Client agrees to pay for the first three (3) months of service regardless of whether a full three months of services was provided.

2. PAYMENTS.

(a) ARMOROUS shall invoice Client for services rendered every week (or at such other time as mutually agreed in writing between the parties).

(b) Invoices are due and payable upon receipt and become delinquent fifteen (15) days after receipt.

(c) Service Rates: It is agreed that the compensation due ARMOROUS under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify ARMOROUS as to the reason for the dispute and the value thereof.

(e) Should Client not make payment in full within the time stated in subparagraph (b) above, then Client shall pay ARMOROUS a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

3. INDEPENDENT CONTRACTOR/EMPLOYER.

(a) ARMOROUS agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client.

(b) ARMOROUS shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.

(c) All security personnel shall be under the direction and control of ARMOROUS. ARMOROUS shall have the right to assign such security personnel as it sees fit. ARMOROUS may change security personnel in its sole and absolute discretion. Upon reasonable request by Client, ARMOROUS shall reassign its employees as long as such request does not violate any applicable state or federal law as determined by ARMOROUS.

(d) ARMOROUS shall provide its security personnel with all necessary uniforms, badges and equipment (as appropriate). Non-standard uniforms or equipment

required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(c) All security personnel shall be employees of ARMOROUS or subcontractors to ARMOROUS (when appropriate) and shall not be deemed to be employees of Client.

4. PROPERTY.

(a) Any and all property, equipment and supplies furnished by ARMOROUS to provide the services hereunder shall remain the property of ARMOROUS and ARMOROUS shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) Any and all Client-owned equipment and supplies provided to ARMOROUS to aid in providing the services hereunder will be given proper care by ARMOROUS and returned to Client on demand in original condition, normal wear and tear excepted.

5. NOTIFICATION OF HAZARDS. Client agrees to notify ARMOROUS of any physical or environmental hazards on or about the Premises to which exposure could lead to injury or illness of ARMOROUS's employees.

6. CLIENT VEHICLES. If Client requires ARMOROUS personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by ARMOROUS, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, that ARMOROUS and its personnel will be deemed an insured, and that the insurance covering such vehicles is primary and non-contributory.

7. _____

8. LOSS OF KEYS. If Client entrusts ARMOROUS with keys to its Premises, facilities or equipment,

ARMOROUS will be responsible for such keys only when they are in the custody of a ARMOROUS employee. Should keys be lost by other than theft while in the custody of ARMOROUS, ARMOROUS agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed one thousand dollars (\$1,000.00).

9. INDEMNIFICATION.

(a) ARMOROUS shall defend, indemnify, and hold harmless Client and the County of Mendocino, and their employees under this Agreement, against any claim, loss, or damages, resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of ARMOROUS, its employees, agents, vendors, subcontractors except third party claims by ARMOROUS employees,. ARMOROUS's defense of Client will in no event exceed ARMOROUS's apportioned liability, inclusive of attorneys' fees and costs, and ARMOROUS will not be liable for any incidental or consequential damages, or lost profits.

(b) Client shall defend, indemnify, and hold harmless ARMOROUS, its agents and employees from and against any and all Claims resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of Client, its employees, agents, vendors, subcontractors, affiliates, and independent contractors other than ARMOROUS, or for any non-standard services not specified herein or in the written Post Orders performed by ARMOROUS at the verbal or written request, direction, or on behalf of Client or its agents. Client's defense of ARMOROUS will in no event exceed Client's apportioned liability, inclusive of attorneys' fees and costs, and Client will not be liable for any incidental or consequential damages, or lost profits.

(c) Notwithstanding the foregoing Section 9(a) and (b) the Client agrees that in no event will ARMOROUS's or its insurers' total claimed liability for any Claim arising out of the services provided hereunder exceed the maximum amount of Twenty-Five Thousand dollars (\$25,000.00). Further, if the services include alarm response, in no event will ARMOROUS's or its insurers' total claimed liability for any Claim arising from any delay or failure in responding to an alarm to the extent the Claim exceeds \$500.00. The limitations of liability in this Section 9(c) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by ARMOROUS, its employees or agents, including that related to the hiring, training, supervision or retention of ARMOROUS's employees or agents.

(d) ARMOROUS's indemnity obligations herein shall not be construed as a waiver of the statutory protections afforded to ARMOROUS by any and all applicable Workers' Compensation laws or statutes.

(e) The indemnity obligations of ARMOROUS and Client set forth herein shall survive the expiration or termination of this Agreement.

10. **INSURANCE.**

(a) At all times during the term of this Agreement, ARMOROUS will maintain in full force and effect without interruption, the following insurance policies: (i) Workers' Compensation insurance for ARMOROUS employees for the statutory limits; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

(b) ARMOROUS shall not be responsible for any loss or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss, however caused, unless such loss or damage is directly caused by ARMOROUS, its employees or contractors.

(c) Client shall provide and maintain at its cost a commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the time period of the services provided by ARMOROUS. ARMOROUS shall be added as an additional insured on the policy and Client shall provide an additional insured endorsement evidencing that ARMOROUS is an additional insured and coverage is in effect during the full or extended term of this Agreement.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by ARMOROUS.

(e) The indemnity obligations of ARMOROUS and Client set forth herein shall survive the expiration or termination of this Agreement.

(f) Client shall give written Notice to ARMOROUS of any or potential Claims of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall be instituted or maintained against ARMOROUS by Client unless notice of such Claim shall have been given by Client to ARMOROUS in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against ARMOROUS unless said action shall have been instituted not later than twelve (12) months following notification of the occurrence giving rise to such Claim.

11. **NO WARRANTY.** Client recognizes that ARMOROUS is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

12. **TERMINATION.** This Agreement may be terminated at any time by either party following the initial term, without cause, by giving thirty (30) days

written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by Client to ARMOROUS of all invoiced charges, this Agreement may be terminated immediately without penalty to the non-breaching party. In the event of a cancellation prior to the expiration of three months of the initial term, Client shall remain responsible for payment of the first three months, as set forth in section 1(e), above.

13. **NO THIRD PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

14. **WAIVER.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

15. **INVALIDITY OF PROVISIONS.** The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

17. **REPRESENTATIVE CAPACITY.** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

18. **CALIFORNIA LAW.** This Agreement is entered into in the State of California. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

19. **INTERPRETATION OF AGREEMENT.** The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

20. **BINDING NATURE OF PROVISIONS.** All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

21. **AMENDMENT/MODIFICATION.** This Agreement and any Exhibits may only be amended, modified, superseded or canceled in writing executed by each of the parties.

22. **FORUM.** The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of California, with respect to any action or suit hereunder.

23. **ATTORNEY FEES.** In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

24. **NOTICES.** All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:
Undersheriff Darren Brewster
brewsted@mendocinocounty.org
951 Low Gap Road
Ukiah, CA
95482

Notice to ARMOROUS shall be sent to:
Eric Hanson
Armorous
1360 19th Hole Drive, Suite 207
Windsor, CA
95492

25. **FORCE MAJEURE.** The obligations of ARMOROUS hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond ARMOROUS's reasonable economic control.

26. **COMPLIANCE WITH LAW.**

(a) ARMOROUS shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") associated with the services provided under this Agreement.

(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation: (i) Environmental Laws; (ii) laws relating to accessibility by and accommodation of handicapped persons; and (iii) laws relating to discrimination of any type of manner.

27. **ASSIGNMENT.** Neither Client nor ARMOROUS shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld. ARMOROUS may, under particular circumstances, sub-contract with other licensed security providers to provide services under this Agreement. Client authorizes ARMOROUS to subcontract when necessary to provide outstanding services to Client.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.

IN WITNESS WHEREOF, parties have executed this contract as of the day, month and year indicated above.

ARMOROUS

CLIENT

BY: Eric Hanson


BY: Darren Brewster

DATE: Tuesday, May 11, 2021

DATE: Tuesday, May 11, 2021

TITLE: _____

TITLE: _____

CEO

Eric Hanson (Jun 28, 2021 11:18 PDT)

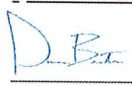
Mendocino County Undersheriff


EXHIBIT "A"
to Agreement between

ARMOROUS

And

Mendocino County Sheriff's Office

LOCATIONS FOR ARMED SECURITY SERVICES PROVIDED BY ARMOROUS

<u>Location</u>	<u>Number of Security Personnel</u>	<u>Hours</u>
1. To Be Determined by the needs of MCSO	To Be Determined by the needs of MCSO	24 hours a day

The location(s), day(s) and time(s) listed in this Exhibit "A" may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of [armed] [unarmed] security personnel and type of services to be provided under the Agreement; that ARMOROUS has informed Client that additional security personnel and services are available at an additional cost; and that Client has elected not to avail itself of additional security personnel or services at this time.

SCOPE OF SERVICES PROVIDED:

ARMOROUS shall provide uniformed armed security services at the client's Location(s) (listed above), or at other additional locations requested by Client. Security officers will, by their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders and within the standards of the industry for well-trained security officers. All services will be provided by ARMOROUS employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

Additional Services Requested By Client: [List here, if applicable.]

EXHIBIT "B"
to Agreement between

ARMOROUS

and

Mendocino County Sheriff's Office

BILLING RATES

The billing rates for armed security agent services shall be as follows and shall not exceed \$25,000 in total billing:

REGULAR SERVICE [Armed]:	\$ 85	per hr.
OVERTIME & HOLIDAY:	\$ 127.50	per hr.

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A 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. Annual Increases: Billing rates shall automatically increase by three percent (3%) per year on each anniversary of this Agreement.

Expenses: Client agrees to reimburse ARMOROUS for the reasonable costs associated with providing services under this Agreement when such costs are incurred at Client's request. Client may request receipts. Such costs shall be included in the regular invoices.

SPECIAL RATES FOR ADDITIONAL SERVICES

1. 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.
2. 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.
3. 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.
4. On or before the expiration date of one (1) year from the initial date of service under this Agreement, the parties hereto agree to reopen negotiations for the purpose of considering revised billing rates. However, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized agents of ARMOROUS and Client without otherwise affecting any understandings contained in this Agreement.
5. 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.
6. 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.

EXHIBIT B

PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR will submit invoices addressed to:

Mendocino County
Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

OR

Email to: MCSO-accounting@mendocinocounty.org

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

2. Payments under this agreement shall not exceed \$25,000 for the term of this agreement

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na

Appendix A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Eric Hanson

(Type Name)

CEO

(Title)


Eric Hanson (Jun 28, 2021 11:18 PDT)

(Signature)

Armorous

(Organization Name)

1360 19th Hole Drive, Suite 207
Windsor, CA 95492

(Organization Address)

Jun 28, 2021

(Date)

Addendum A-1

CLETS Requirements for Unescorted Contractors

A. CONTRACTOR shall ensure that all CONTRACTOR'S employees, subcontractors and employees of subcontractors have completed the following forms, training or other requirements (all items must be completed):

- CLETS Private Contractor Management Agreement - HDC 0004B
- CLETS FBI CJIS Security Addendum - HDC 0012
- CLETS Employee/Volunteer Statement - HDC 0009
- DOJ/CII & FBI/III Check (Prior to access)
- Security Awareness Training & signed attendance roster
- Agency issued ID Card indicating 'Unescorted'

B. Forms and information needed to complete these requirements shall be provided by COUNTY. Contact Rose Britton at brittonr@mendocinocounty.org or 707-463-4095.

I certify that I have read and understand the requirements of Addendum A-1 and will comply and keep records for possible audit purposes by the Department of Justice (DOJ).

Eric Hanson

Name (printed)



Eric Hanson (Jun 28, 2021 11:18 PDT)

Signature

CEO

Title

Jun 28, 2021

Date