

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. JA-J19-012**

This Amendment to BOS Agreement No. JA-J19-012 is entered into this 1 day of June, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and In-Custody Transportation Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. JA-J19-012 was entered into on July 1, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. JA-J19-012, from June 30, 2020 to June 30, 2021; and

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. JA-J19-012 will be extended from June 30, 2020 to June 30, 2021.
2. **Amount of agreement:** The amount set out in the original Agreement No. JA-J19-012 will be changed from \$50,000 to \$100,000 with the addition of \$50,000.
3. **Payment Terms:** The Payment Terms, Exhibit B, number 5, set out in the original Agreement No. JA-J19-012 has been altered and a new Payment Terms, Exhibit B, is attached herein with the changes denoted in bold font.
4. **Insurance Requirements:** The Insurance Requirements, Exhibit C, set out in the original Agreement No. JA-J19-012 has been altered and a new Exhibit C is attached herein with the changes denoted in bold font.

All other terms and conditions of BOS Agreement No. JA-J19-012 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:

DEPARTMENT HEAD John Haschak DATE 6-3-20

Budgeted: ☒ Yes ☐ No

Budget Unit: 2510

Line Item: 862253

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME:

By: See page 2a

NAME AND ADDRESS OF CONTRACTOR:

In-Custody Transportation Inc.

301 E. Arrow Highway #110

San Dimas, CA 91773

Phone: 800-631-6211

EM: Charles@incustodytrans.com

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

JUN 15 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Carmel J. Angelo
Deputy **JUN 15 2020**

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: Carmel J. Angelo
Deputy **JUN 15 2020**

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Jonella Rios
Deputy CEO

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

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: _____

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: 862253
Grant: ☐ Yes ☒ No
Grant No.: n/a

CONTRACTOR/COMPANY NAME:

By: CH
NAME AND ADDRESS OF CONTRACTOR:
In-Custody Transportation Inc.
P.O. Box 25
San Dimas, CA 91773
Phone: 800-631-6211
EM: charles@incustodytrans.com

COUNTY OF MENDOCINO

By: See page 2
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

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: See page 2
Deputy

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: See page 2
Deputy

By: See page 2
Deputy

INSURANCE REVIEW:

By: See page 2
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: See page 2
Deputy CEO

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. Rates (within California to Mendocino County intrastate):

Pick up Rates:		
	Regular	\$125.00
	After Hours	\$125.00
	Holidays	\$125.00
Mileage Rates:		
	Regular	\$1.25 per mile
	After Hours	\$1.25 per mile
	Holiday	\$1.25 per mile
Mileage rates include male, female, juvenile, special needs, high risk prisoners.		

2. CONTRACTOR provides:

a. 50% discount off pick up fee, if additional person is picked up from the same facility.

3. Per Exhibit A, Definition of Services B. 1. a-d, COUNTY will reimburse CONTRACTOR for applicable costs as stated in the aforementioned section of Exhibit A.

4. CONTRACTOR shall send itemized invoices to:

Mendocino County
Sheriff-Coroner Office
951 Low Gap Rd.
Ukiah, Ca. 95482
Attn: Fiscal

OR

Email invoices to mcsa-accounting@mendocinocounty.org

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

5. Payment under this agreement shall not exceed \$100,000 for the term of the agreement.

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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. **Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence, \$2,000,000 aggregate.**
- b. **Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.**

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////