

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND B.I. INCORPORATED, dba B.I. CORRECTIONAL
SERVICES, INC FOR THE PROVISION OF A DAY REPORTING CENTER**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and B.I. Incorporated, dba B.I. Correctional Services, Inc., ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 1, 2016 to provide a Day Reporting Center for offenders under or pending the supervision of the Shasta County Probation Department ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the maximum number of offenders served at any given time under this Agreement to 150, make technical changes to the Agreement, and increase the maximum compensation payable to Consultant by \$441,192;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Paragraph O. of Section 1. Responsibilities of Consultant of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 1. RESPONSIBILITIES OF CONSULTANT.

- O. Consultant shall provide services for up to 150 Participants, both in and out of custody, referred to Consultant by County.
- II. Section 3. Compensation of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

Consultant shall be paid for the services described in this agreement as follows:

- A. \$54,000 per month for zero to 60 Participants, both in and out of custody.
- B. Maximum of \$70,000 per month for 61 to 85 Participants, both in and out of custody. In the event the number of Participants fluctuates between 61 and 85, the compensation shall be prorated based upon the average number of Participants during that month. The compensation will be \$54,000 plus \$640 per Participant over 60 but less than 86 for any one-month period wherein the average number of Participants is between 61 and 85.

- C. Maximum of \$79,000 per month for 86 to 100 Participants, both in and out of custody. In the event the number of Participants fluctuates between 86 and 100, the compensation shall be prorated based upon the average number of Participants during the month. The compensation will be \$70,000 plus \$600 per Participant over 85 but less than 101 for any one-month period wherein the average number of Participants is between 86 and 100.
- D. Maximum of \$95,000 per month for 101 to 130 Participants, both in and out of custody. In the event the number of Participants fluctuates between 101 and 130, the compensation shall be prorated based upon the average number of Participants during the month. The compensation will be \$79,000 plus \$533 per Participant over 100 but less than 131 for any one month period where in the average number of Participants is between 101 and 130.
- E. Maximum of \$108,383 per month for 131 to 150 Participants, both in and out of custody. In the event the number of Participants fluctuates between 131 and 150, the compensation shall be prorated based upon the average number of Participants during the month. The compensation will be \$95,000 plus \$669.15 per Participant over 130 but less than 151 for any one month period where in the average number of Participants is between 131 and 150.
- F. County shall pay to Consultant a maximum of \$1,080,000 for first year costs, \$1,300,596 for second year costs, and \$1,300,596 for third year costs for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$3,681,192.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

III. Section 13. Compliance with Laws; Non-Discrimination of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition

(including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

- IV. Section 27. County's Right of Setoff of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 27. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

V. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

VI. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VII. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2017.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

David A. Kehoe, Chairman
Board of Supervisors
County of Shasta
State of California

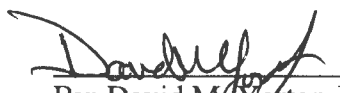
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

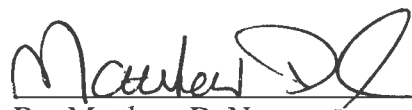
Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

 6/12/17
By: David M. Yorton Jr. Date
Senior Deputy County Counsel

CONSULTANT

Date: 6/08/2017

 _____
By: Matthew D. Nace
Vice President, Contract Administration
B.I. Incorporated, dba B.I. Correctional Services, Inc.

Tax I.D. #: 84-0769926