

STAFF REPORT*CITY OF OCEANSIDE*

DATE: August 13, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Oceanside Police Department

SUBJECT: **APPROVAL OF AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RANCHO SANTA FE PROTECTIVE SERVICES INC. FOR CUSTODY TRANSPORT SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 to the professional services agreement with Rancho Santa Fe Protective Services, Inc., for custody transport services, extending the term of the agreement from August 22, 2008, to November 22, 2008, and authorize the City Manager to execute the amendment.

BACKGROUND

The Police Department is committed to redeploying sworn police officers to field duties and outsourcing services traditionally handled by sworn personnel in an effort to provide more efficient and effective emergency services to the community. One of the assignments identified for outsourcing was prisoner transport.

ANALYSIS

In July of 2005, the City of Oceanside entered into a professional services agreement with Rancho Santa Fe Protective Services, Inc., to provide custody transport services for the Police Department. The current agreement, which was extended for one month under the authority of the City Manager, expires on August 22, 2008. Under the current agreement, Rancho Santa Fe Protective Services provides a licensed, armed guard and vehicle to transport prisoners to detention facilities and performs other related responsibilities as assigned.

With the current agreement about to expire, it is necessary to extend the current contract to avoid a disruption in service. Potential shortfalls in the State budget for the next fiscal year and their impact on local budgets are unknown at this time. There is considerable time and expenses that must be borne by vendors who wish to participate in the bidding process to provide custody transport services to the Police Department. This includes hiring additional staff, purchasing equipment and vehicles, and providing training. It would be an unnecessary burden on those businesses vying for the contract should it be determined that the custody transport services will be discontinued. Because of this uncertainty, staff believes that it would not be appropriate at this time to

initiate the request for proposal process for custody transport services. By agreeing on a month-to-month extension of the current contract until November 22, 2008, we will be able to maintain their service until we are able to determine the impact of the State budget.

This is a temporary measure intended to provide staff time to determine if the expenditure for this service will be eliminated from the budget in the foreseeable future. The vendor has agreed to continue the terms of the agreement, providing the same level of service for the current compensation rate until November 22, 2008. The State budget issues should be resolved by this date, and staff should have the information necessary to make an informed decision regarding the City budget.

As expected, when we initially entered into the agreement, the contractor has provided a valuable service that has allowed highly trained police officers to return to service without the delays normally associated with prisoner transport. The Police Department intends to contract for custody transport services in the foreseeable future, if the budget allows.

Approval of this amendment will give staff the time necessary to resolve the budget issue without disruption of services. Most importantly, the approval of this amendment will reduce the time police officers are out of service, thereby enhancing the safety of the community at large.

FISCAL IMPACT

The custody transport services cost approximately \$288,288 per fiscal year. The prorated share of \$72,072 for the extension through November 22, 2008, will be funded from (101.364370.5257). The terms of the agreement include language that allows the City or the vendor to terminate the contract with 30 days notice.

COMMISSION OR COMMITTEE REPORT

This item was presented to the Police and Fire Commission on July 17, 2008, and they recommended that the City Council approve Amendment 2 to the professional services agreement with Rancho Santa Fe Protective Services, Inc., for custody transport extending the term of the agreement from August 22, 2008, to November 22, 2008.

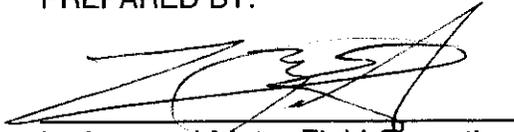
CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney's Office and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 2 to the professional services agreement with Rancho Santa Fe Protective Services, Inc., for custody transport services, extending the term of the agreement from August 22, 2008, to November 22, 2008, and authorize the City Manager to execute the amendment.

PREPARED BY:



Lt. Leonard Mata, Field Operations
Oceanside Police Department

SUBMITTED BY:



Peter A. Weiss
City Manager

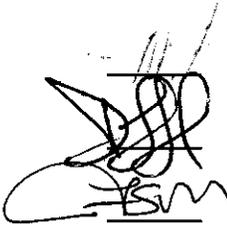
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Don Hadley, Deputy City Manager

Frank S. McCoy, Chief of Police

Teri Ferro, Financial Services Director





CITY OF OCEANSIDE
2nd AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

**PROJECT: OCEANSIDE POLICE DEPARTMENT CUSTODY
TRANSPORTATION**

THIS 2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "2nd Amendment") is made and entered into this 13th day of August, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Santa Fe Protective Services, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, City and Contractor are the parties to that certain Professional Services Agreement dated July 13th, 2005, hereinafter referred to as the "Agreement", wherein CONTRACTOR agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the Agreement was extended for a one (1) month period by the 1st Amendment to Professional Services Agreement so that the Agreement will expire on August 22, 2008;

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement for an additional time period of three (3) months under the same terms and conditions as the Agreement; and

WHEREAS, the CITY and CONTRACTOR accordingly desire to modify Section 1 (Term of Agreement) and Attachment "B" (Compensation) to effectuate this extension.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. **TERM OF AGREEMENT.** The term of the Agreement is hereby extended for a period of three (3) months, ending on November 22, 2008, unless terminated earlier as provided for elsewhere in the Agreement.

2. **ATTACHMENT "B" COMPENSATION.** The compensation for this three (3) month extension of the Agreement shall be the hourly rates set forth in Attachment "B" to the Agreement. The total compensation for the period of this extension shall not

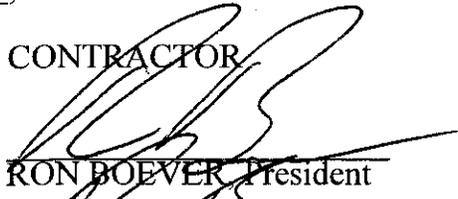
Subject: Oceanside Police Department Custody Transportation Agreement

exceed \$63,063.00.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this 2nd Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this 2nd Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this 2nd Amendment, do hereby agree to the covenants contained in the Agreement, including this 2nd Amendment and have caused this 2nd Amendment to be executed by setting hereunto their signatures this 16 day of July, 2008.

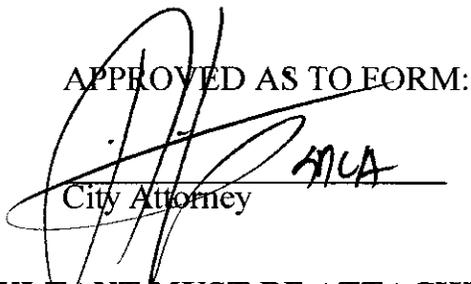
CONTRACTOR
By: 
RON BOEVER, President

CITY OF OCEANSIDE
By: Peter Weiss, City Manager

By: 
RON BOEVER, Secretary

RANCHO SANTA FE PROTECTIVE SERVICES, INC.
1991 VILLAGE PARK WAY #100
ENCINITAS, CA 92024

33-0735957
Federal Employer ID No.

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

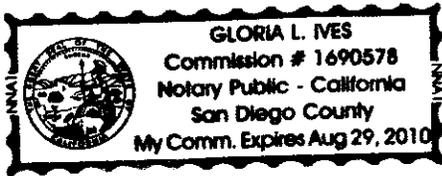
State of California

County of SAN DIEGO

On July 16 2008 before me, Gloria L Ives
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RONNIE BOVCE
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Gloria L Ives
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
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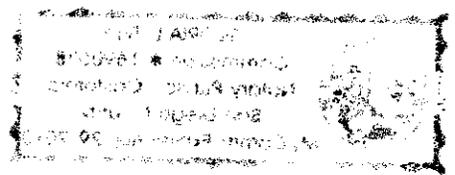
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: OCEANSIDE POLICE DEPARTMENT CUSTODY TRANSPORTATION

THIS AGREEMENT is made and entered into this 13th day of July, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY" and Rancho Santa Protective Services, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

- A. CITY is desirous to obtain professional custody transportation services from an independent contractor for the above named project.
- B. CONTRACTOR has submitted a proposal to provide custody Transportation for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent contractor and CONTRACTOR desires to provide services to CITY as an independent contractor.
- D. CONTRACTOR has demonstrated it's competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT.** The term of this Agreement shall be for a period of three years, commencing on July 23, 2005 and ending on July 22, 2008, unless terminated earlier as provided for elsewhere in this Agreement.
2. **SCOPE OF WORK.** CONTRACTOR shall provide professional transportation of persons in the custody of the Oceanside Police Department. Custody destinations and transportation destinations are listed in Attachment A." CONTRACTOR shall also coordinate and cooperate with local police authorities in its performance of its duties under this Agreement.
3. **SERVICES TO BE PROVIDED BY CONTRACTOR.** The services provided by CONTRACTOR shall be in accordance with this Agreement and accepted industry standards. The intended duties and responsibilities of CONTRACTOR shall be, but not limited to, as follows:

Project: Oceanside Police Department Custody Transportation

3.1.1. CONTRACTOR shall work closely with CITY in performing its work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONTRACTOR. The Captain of the Field Operations Division, under the authority of the City Manager of the CITY, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Captain of the Field Operations Division may delegate authority to an alternate designee, as deemed appropriate, in connection with this Agreement.

3.1.2. CONTRACTOR shall be responsible for providing sufficient personnel and vehicles to accomplish the duties required under this Agreement. The number of CONTRACTOR's personnel to be provided shall be determined by the CITY. Should CONTRACTOR feel the designated number is insufficient to provide adequate custody transportation, the CONTRACTOR shall make recommendations to CITY for additional personnel and vehicles. However, CITY's determination as to the number of CONTRACTOR's personnel and vehicles shall be final.

3.1.3. CONTRACTOR will be responsible to assure the safe and complete transportation of persons in custody to the facilities listed in Attachment "A."

3.1.4. CONTRACTOR's personnel will meet the following criteria:

- a. PC 832 certified (armed)
- b. PR24 and mace qualified
- c. CPR and first aid certified
- d. Fully uniformed, including bullet proof vest
- e. Upon request, the CONTRACTOR will provide the City of Oceanside, Police Department, with current documentation of training for employees of contractor, assigned to custody transportation duties. The required training and documentation, therefore, will be provided in the following areas:

Firearms Qualification

Defensive Tactics

Use of Baton

Defensive Driving

Jail Operations

3.1.5. CONTRACTOR's personnel shall be attired in identifiable clothing which is distinctively different from the Oceanside Police uniform.

3.1.6. CONTRACTOR's personnel shall maintain the following:

- a. Assign a custody transport qualified patrol officer to be on-duty and available during all contract transportation times. When not

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transporting, the custody transport officer will be assigned to remain at the police facility to monitor prisoners in the Oceanside Police Department's temporary holding facility.

- b. Provide priority response to the Oceanside Police Department calls for custody transport.
- c. Transport prisoners and/or documents (up to 3 prisoners at a time) to the appropriate facility in the CONTRACTOR's transport vehicle.
- d. Respond to arrest locations for transportation needs.
- e. Maintain records that accurately reflect the number of hours performing custody transportation duties, the number of persons transported, and the identification of the assigned custody transport officer on each shift.
- f. All records pertaining to the transportation of arrestees by CONTRACTOR shall be maintained for a minimum of two years. All records must be available for review by, and produced upon the demand of, a Police Department supervisor or manager.

3.1.7. CONTRACTOR shall provide custody transportation vehicle as described:

- a. A steel cage separating the front and back seats.
- b. Telecommunications equipment
- c. Basic first aid equipment
- d. Wig-wag lights.
- e. Markings will include identification of the CONTRACTOR.

3.1.8. CONTRACTOR'S personnel shall be equipped with portable communication devices enabling them to contact immediate emergency assistance.

3.1.9. CONTRACTOR shall be required to maintain a log (record) for each work assignment carried out under this Agreement. Said log shall contain, but not be limited to: entries of the number of and names of CONTRACTOR'S personnel working, the names of arrestees transported, and the facility to which they were transported.

Project: Oceanside Police Department Custody Transportation

3.1.10. CONTRACTOR's personnel shall have in their possession, while on duty, a valid California Guard Registration Card and a valid California Drivers License.

3.1.11. While performing their duties under this Agreement, CONTRACTOR's personnel shall be routinely checked upon by a member of CONTRACTOR's supervisory staff. Such inspections shall not be less than once per work shift.

3.1.12. CONTRACTOR shall perform such other duties as mutually agreed upon, in writing, insofar as such duties relate to the intent of this Agreement.

3.1.13. The Oceanside Police Department will have the option to investigate all complaints of misconduct by employees of Rancho Santa Fe Protective Services, Inc., when the complaint is related to custody transportation per this contract.

3.1.14. The Oceanside Police Department will be advised by CONTRACTOR of all complaints filed against Rancho Santa Fe Protective Services, Inc., when the complaint is related to custody transportation.

3.1.15. The Oceanside Police Department will have the option to review all completed investigations conducted by Rancho Santa Fe Protective Services, Inc. personnel arising out of complaints against Rancho Santa Fe Protective Services, Inc., while handling custody transportation assignments.

3.2 **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to, unless otherwise modified in writing by mutual agreement of both parties. Failure by CONTRACTOR to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY, and the assessment of damages against the CONTRACTOR for delays.

a. A thirty (30) minutes response time reference custody transportation.

4. **SERVICES TO BE PROVIDED BY CITY.** City shall perform the following services

4.1 Adequate notification will be provided to the CONTRACTOR when custody transportation needs are required.

4.2. Provide a prisoner transportation van when four or more subjects in custody must be transported.

Project: Oceanside Police Department Custody Transportation

4.3 Provide police response if the transporter has difficulty with the subject being transported.

5. **INDEPENDENT CONTRACTOR.** CONTRACTOR's relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Captain of the Field Operations Division. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to approval of the CITY.

6. **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONTRACTOR shall obtain and present a copy to the Captain of the Field Operations Division of either a City of Oceanside Business License, or a written verification from the City Business License Division that a City Business License is not required for this Agreement.

7. **WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.7 of this Agreement.

8. **LIABILITY INSURANCE.** CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile, and extended coverage to include use of force, false arrest, wrongful detention and invasion of privacy.

8.1 CONTRACTOR shall maintain the following minimum limits:

Comprehensive Insurance

(Bodily Injury and Property Damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Project: Oceanside Police Department Custody Transportation

Automobile Liability

Combined Single Limit Per Occurrence \$1,000,000.

General aggregate per year, or part thereof, with respect to losses or other acts of omissions of CONTRACTOR under this Agreement.

8.2 All insurance companies affording coverage to the CONTRACTOR shall be required to add the City of Oceanside as "insured" under the insurance policy for all work performed in accordance with this Agreement. The naming of the City of Oceanside as an additional insured shall not expand the scope of CONTRACTOR's liability.

8.3 All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

8.4 All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

8.5 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

8.6 CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

8.7 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

8.8 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** CONTRACTOR shall, throughout the duration of this Agreement and four (4) years thereafter, maintain professional errors and omission insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000).

Project: Oceanside Police Department Custody Transportation

CONTRACTOR shall provide evidence of compliance with these insurance requirements by providing a certificate of insurance pursuant to Subsections 8.3 through 8.7.

9. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the negligence or willful conduct of the CITY, its officers, agents or employees. CONTRACTOR's indemnification shall include any and all costs, expenses, reasonable attorney fees and liability incurred by the CITY, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees.

CONTRACTOR's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

10. **ERRORS AND OMISSIONS.** In the event that the Captain of the Field Operations Division determines that the CONTRACTOR's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONTRACTOR shall reimburse CITY for the additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under Sections 7, 8, or 9.

11. **NO CONFLICT OF INTEREST.** CONTRACTOR shall not be financially interested in any other CITY contract for this project. In the event that the CONTRACTOR becomes financially interested in any other CITY contract, that other contract shall be void. The CONTRACTOR shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONTRACTOR's violation of this Section.

12. **COMPENSATION.** CONTRACTOR shall be compensated for services rendered to CITY in accordance with the attached schedule, marked Attachment "B," attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the CITY. CONTRACTOR's compensation for all work performed in accordance with this Agreement shall not exceed prices indicated in said Attachment "B."

12.1 No work shall be performed by CONTRACTOR in excess of the total

Project: Oceanside Police Department Custody Transportation

contract price without prior written approval of the Captain of the Field Operations Division. CONTRACTOR shall obtain approval of the Field Operations Captain prior to performing any work which results in incidental expenses to CITY.

12.2 CONTRACTOR shall maintain account records including the following information:

12.2.1. Names and title of employees or agents, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

12.3 CONTRACTOR's accounting records shall be made available to the Field Operations Captain, for verification of billings, within a reasonable time of the Field Operations Captain's request for inspection.

12.4 CONTRACTOR shall submit monthly invoices to CITY. CITY shall make payments to CONTRACTOR not to exceed the actual contract prices set forth in said Attachment "B" within thirty (30) days of receipt of invoice, subject to the approval of the Field Operations Captain.

13. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party with 30-day notice.

14. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

16. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

17. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the

Project: Oceanside Police Department Custody Transportation

laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all Local, State and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing any provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18. **DISPUTE RESOLUTION.** (a) Any controversy or claim arising out of or relating to this Agreement, or concerning the Breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. (b) No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

19. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective parties as follows:

To CITY:
Captain, or designee,
Field Operations Division
Oceanside Police Department
3855 Mission Avenue
Oceanside, California 92054

To CONTRACTOR:
Mr. Ron Boever, President
Rancho Santa Fe Protective Services, Inc.
1991 Village Park Way, Ste. 100
Encinitas, California 92024

Either party may change its address by notice to the other party as provided herein.

Communication shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Project: Oceanside Police Department Custody Transportation

19. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

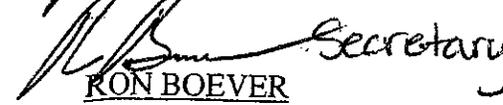
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement.

RANCHO SANTA FE
PROTECTIVE SERVICES, INC.

CITY OF OCEANSIDE

CONTRACTOR

CITY

BY:  President
 Secretary
RON BOEVER

BY: 
CITY MANAGER

DATE: 7-25-05

RANCHO SANTA FE PROT. SVC. INC

ATTEST:

1991 VILLAGE PARK WAY #100

ENCINITAS, CA 92024

CITY CLERK

33-0735957
Federal Employer I.D. Number

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE


CITY ATTORNEY

Notary acknowledgement (s) of CONTRACTOR must be attached.

**CITY OF OCEANSIDE
1st AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OCEANSIDE POLICE DEPARTMENT CUSTODY
TRANSPORTATION**

THIS 1st AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "1st Amendment") is made and entered into this 8th day of July, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Santa Fe Protective Services, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated July 13th, 2005, hereinafter referred to as the "Agreement", wherein CONTRACTOR agreed to provide certain services to the CITY as set forth therein;

WHEREAS, by its terms the Agreement will expire on July 22, 2008;

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement for a period of one (1) month under the same terms and conditions as set forth in the Agreement; and

WHEREAS, the CITY and CONTRACTOR accordingly desire to modify Section 1 (Term of Agreement) and Attachment "B" (Compensation) to effectuate this extension.

1st AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. **TERM OF AGREEMENT.** The term of the Agreement is hereby extended for a period of one (1) month, ending on August 22, 2008, unless terminated earlier as provided for elsewhere in the Agreement.

2. **ATTACHMENT "B" COMPENSATION.** The compensation for this one (1) month extension of the Agreement shall be the hourly rates set forth in Attachment "B" to the Agreement. The total compensation for the period of this extension shall not exceed \$21,021.00.

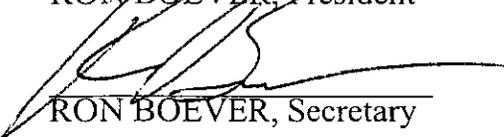
Subject: Oceanside Police Department Custody Transportation Agreement

3. Except as expressly set forth in this 1st Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this 1st Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this 1st Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this 1st Amendment, do hereby agree to the covenants contained in the Agreement, including this 1st Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 16 day of July, 2008.

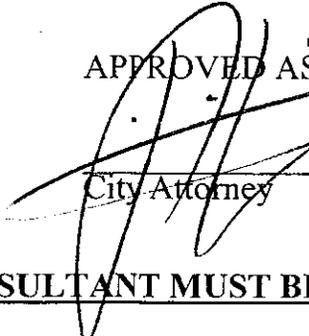
CONTRACTOR
By: 
RON BOEVER, President

By: 
RON BOEVER, Secretary

CITY OF OCEANSIDE
By: 
Peter Weiss, City Manager

RANCHO SANTA FE PROTECTIVE
SERVICES, INC.
1991 VILLAGE PARK WAY #100
ENCINITAS, CA 92024

33-0735957
Federal Employer ID No.

APPROVED AS TO FORM:

City Attorney RSFC

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

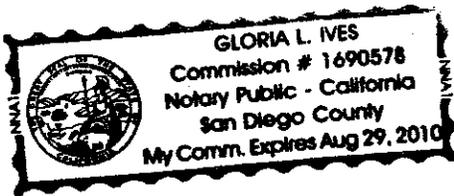
County of SAN Diego

On July 16, 2008 before me, Gloria L Ives
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ronnie Hoover
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Gloria L Ives
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

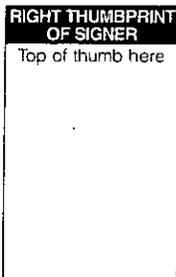
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

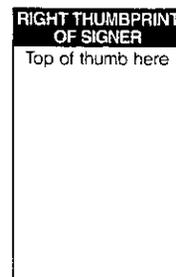
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Project: Oceanside Police Department Custody Transportation

ATTACHMENT A

TRANSPORTATION LOCATIONS

A. COUNTY JAIL FACILITIES

Including but not limited to:

1. Vista Detention Facility
2. Las Colinas Detention Facility
3. George Bailey Detention Facility
4. Central Detention Facility, Downtown San Diego

COUNTY MENTAL HEALTH FACILITIES

Including but not limited to:

1. County Mental Health, San Diego
2. San Luis Rey Hospital
3. Tri City Medical Center

B. ALL JUVENILE DETENTION FACILITIES

Including but not limited to:

1. Juvenile Hall
2. Polinsky Children's Center
3. Casa De Amparo

C. ALL STATE AND FEDERAL DETENTION FACILITIES

D. ALL FEDERAL AND STATE COURTS IN THE COUNTY OF SAN DIEGO

E. TRANSPORT OFFICIAL DOCUMENT TO ABOVE LOCATIONS AS REQUIRED

Project: Oceanside Police Department Custody Transportation

ATTACHMENT B

COMPENSATION

A. The compensation for the three-year term of this agreement shall be \$33.00 per hour for regularly scheduled hours and \$43.03 per hour for overtime hours. Compensation shall not exceed \$288,288 per city fiscal year. Said compensation will be for services provided in accordance with Section 2 of the Agreement, to wit:

One custody transport vehicle and one transport officer will be on duty and available seven days per week, (140) hours per week for the purpose of transporting persons in custody in accordance with Sections 3 through 3.1.15 of the agreement. These hours will be determined by the Field Operations Captain with 48 hours notice.

B. The hourly rate for transportation officers shall be not less than \$14.50 per hour and not less than \$15.50 for transport supervisors.

a. Adjustments to the compensation of the agreement may occur during the second and third year of the agreement following an annual review. Said reviews should occur on or before April 1, 2006 and April 1, 2007. CONTRACTOR shall be responsible for initiating such reviews in a timely manner. Any increased cost or compensation shall be limited to the San Diego Consumer Price Index and CONTRACTOR will pass any such percentage increase onto the transport officers/supervisors in total compensation.