

**AMENDMENT #1 TO AGREEMENT # A-13195
BY AND BETWEEN
COUNTY OF MONTEREY &
GEO REENTRY SERVICES, LLC**

THIS AMENDMENT is made to the Agreement for the provision of post-incarceration reentry services to adult offenders under Probation supervision by and between **GEO REENTRY SERVICES, LLC**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County” (collectively, “the Parties”).

WHEREAS, the County and CONTRACTOR first entered into the Agreement on June 28, 2016 by board action for the term July 1, 2016 through June 30, 2019, not to exceed \$169,454 annually, for a total of \$508,362; and

WHEREAS, the original contract provides for two extension options, each extending the contract for a further period of twelve (12) months prior to the date of expiration; and

WHEREAS, the County intends to exercise the optional term extensions; and

WHEREAS, effective July 1, 2019, updates to the case management system, performance outcomes and evaluation, and additional funding for the extended term require revisions to Exhibit A; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term two (2) additional years to June 30, 2021 and to increase the Agreement’s amount by \$338,908 for a total not to exceed amount of \$847,270, to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, effective July 1, 2019, as follows:

1. Section 3.1, “TERMS OF CONTRACT”, shall be amended by removing “This initial term shall commence with the signing of this AGREEMENT through and including June 30,2019, with the option to extend this AGREEMENT for two (2) additional one (1) year periods, and replacing it with “This AGREEMENT shall commence upon execution of the AGREEMENT through June 30, 2021.”
2. In all places within the Agreement, any reference to Efforts to Outcomes (ETO) Case Management System is hereby replaced with “client management system as determined by Probation”.
3. Amend Exhibit A, Section A6, “Performance Outcomes and Evaluation”, Item A.6.1.3, “Discharge Report”, to read as follows:

When a participant is discharged from the program, a discharge report shall be completed and sent to the assigned Probation Officer. This report shall include, but not be limited to: Name and Date of Birth; History in the Program, including attendance and compliance and non-compliance; Date of termination, reason, and recommendations for additional services or programs.

4. Amend Exhibit A, Section A6, "Performance Outcomes and Evaluation" by adding Item A.6.1.4, Engage and participate with the Department in client satisfaction surveys for program participants or additional opportunities for program evaluation.
5. Delete Exhibit A, Section A6, "Performance Outcomes and Evaluation", Item A.6.3, "Technology requirements to run the ETO Software".
6. Exhibit A, Section B, "Pricing", Item B.4, Fee Schedule shall be amended as follows:

Contractor shall invoice County for monthly costs as listed below:

COSTS	Monthly Amount	Yearly Amount
A. PERSONNEL SALARIES	\$5,772	\$69,264
B. FRINGE BENEFITS	\$1,701	\$20,412
C. OPERATING DIRECT COSTS	\$4,100.75	\$49,209
a. Bus Passes	Cost of Passes	\$8,050
D. SUBCONTRACTORS	\$1.75/meal	\$15,925
E. OVERHEAD/INDIRECT/ADMINISTRATIVE COSTS	\$549.50	\$6,594
Total Yearly Amount		\$169,454
Total		\$508,362

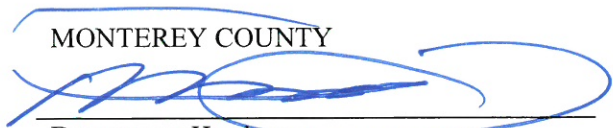
First Year Extension - Fiscal Year 2019-20		\$169,454
Second Year Extension - Fiscal Year 2020-2021		\$169,454
Subtotal		\$338,908
Total		\$847,270

7. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No.1.



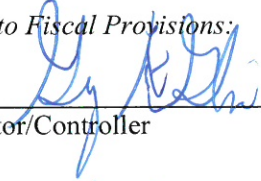
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date written below.

MONTEREY COUNTY



Department Head

Dated: 5-8-19

Approved as to Fiscal Provisions:


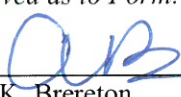
Deputy Auditor/Controller

Dated: 3/28/19

Approved as to Liability Provisions:

Risk Management

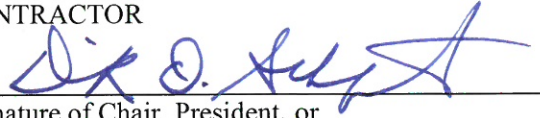
Dated: _____

Approved as to Form:


Anne K. Brereton
Deputy County Counsel

Dated: 3.26.19

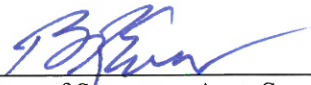
CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

Derriek D. Schofield, Vice President
Printed Name and Title

Dated: 03/13/2019

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Brian Evans - VP, Finance + CFO
Printed Name and Title

Dated: 3/15/19

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P	NAIC # 19445
INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487	INSURER B: Steadfast Insurance Company	26387
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Illinois National Insurance Company	23817
	INSURER E: American Home Assurance Company	19380
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W10124949** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Medical Professional <input checked="" type="checkbox"/> Civil Rights GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5425749 (AOS)	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000							
	MED EXP (Any one person) \$ 0							
	PERSONAL & ADV INJURY \$ 5,000,000							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	9744632	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IPR 3792274-04	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 25,000,000	
	AGGREGATE \$ 25,000,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	031467904 (AOS)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 2,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 2,000,000							
B	Professional Liability			IPR 3792303-06	10/01/2018	10/01/2019	Per Loss \$3,000,000 Annual Agg \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 10/03/2018 WITH ID: W8326640.

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability SEE ATTACHED

CERTIFICATE HOLDER **CANCELLATION**

County of Monterey Contracts/Purchasing Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Britt Pyle



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract and as permitted by law.

Re: - Monterey County Day Reporting Center, Salinas, Ca.

-Reentry Facility located at 20 E. Alisal, Salinas, CA (Monterey County Probation Department)

County of Monterey, its officers, agents & employees are included as additional insured with respect to the General & Auto Liability policies where required by written contract. This Insurance is Primary & Non-Contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation applies in favor of County of Monterey, its officers, agents & employees with respects to General Liability and Automobile Liability.

Residential, Non-Residential, Reporting Centers and Re-Entry Programs

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467903 (IL/KY/NC/UT) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - IL/KY/NC/UT	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467907 (AK/AZ/VA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - AK/AZ/VA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467906 (NJ/PA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - NJ/PA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: 031467905 (MA OH WA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - MA OH WA	Each Accident	\$2,000,000
Per Statute	Disease-Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

ADDITIONAL REMARKS:
 Workers Compensation - MA
 Stop Gap - OH/WA is included

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817
 POLICY NUMBER: 031467909 (FL) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - FL	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 621 NW 53rd Street, Suite 700 Boca Raton, FL 33487	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: 0131467908 (CA) EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 9744633 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$3,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 9744634 EFF DATE: 10/01/2018 EXP DATE: 10/01/2019

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$3,000,000
Any Auto including Hired & Non-Owned		

INSURER AFFORDING COVERAGE: Steadfast Insurance Company NAIC#: 26387
 POLICY NUMBER: ZRE 0184690-00 EFF DATE: 10/01/2015 EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2018 forms a part of

Policy No. CA 974-46-32 issued to THE GEO GROUP INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2018 forms a part of

policy No. GL 542-57-49 issued to THE GEO GROUP INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:


SECTION II - WHO IS AN INSURED, 1. , is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance**, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)