

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
USC Internal Merger Co. LLC, Doing Business As US Corrections LLC,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide transportation for extradited and special needs prisoners to and out of county and out of state locations when transportation by Monterey County Sheriff's Corrections team is not financially or operational feasible.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 99,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 7/01/2019 (retroactive) to 6/30/2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Prisoner Transport Regulations
- Exhibit C** Standard Contract Language Modifications

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Arthur Curtright, Mgt Analyst II	Dustin Baldwin, Executive Vice President, Business Development
Name and Title	Name and Title
Monterey County Sheriff's Office 1414 Natividad Road Salinas, CA 93906	USC Internal Merger Co LLC dba US Corrections LL P.O. Box 17108 Nashville, TN 37217
Address	Address
(813) 755-3708	(615) 352-9798
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: [Signature]
County Counsel

Date: 7/24/2019

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7/25/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

USC Internal Merger Co LLC dba US Corrections LLC
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Joe Brasfield, President & General Counsel
Name and Title

Date: 7/11/19

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

TANISHA CHEEK, Contracts Mgr.
Name and Title

Date: 7/11/19

*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.

¹ Approval by County Counsel is required

² Approval by Auditor/Controller is required

³ Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
USC Internal Merger Co LLC Doing Business As US Corrections LLC, hereinafter
referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Extradition and Transportation services for the Monterey County Sheriff's Office. Services shall conform to standards outlined in 34 USC 60103 (also known as "Jenna's Act"), and CONTRACTOR shall maintain a valid Motor Carrier Number throughout the term of this contract, as indicated in 49 CRF 392.9a; and must maintain a Department of Transportation Safety Rating of "Satisfactory". These pertinent regulations are summarized in Exhibit B.

Services shall be requested from CONTRACTOR by County's Correctional Transportation Unit. Any changes, updates to schedules or issues shall be coordinated with by the Correctional Transportation Unit Sergeant.

A.2 REPORTS

CONTRACTOR shall cooperate in supplying extradition paperwork needed to claim reimbursement, including the Oath of Allegiance and expense forms.

All forms required under this AGREEMENT must be delivered to:
Monterey County Sheriff's Office
Corrections Bureau, Attention: Corrections Transportation
1410 Natividad Road, Salinas, CA 93906.

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

Term: 07/1/2019 (retro) to 06/30/2022

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EXHIBIT-A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$99,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Pricing for each item shall be as listed below.

PRICING:

Basic Transports:

Base Rate of Two dollars (\$2.00) per mile, with a minimum charge for each trip of Eight hundred dollars (\$800.00). Mapping tool used for determination of mileage point to point shall be agreed upon between County and Contractor prior to transport.

Special Request Transports:

Five hundred dollars (\$500.00) additional per each transport. Special Requests rates apply to release date transports, court date transports, Specific Pick Up/Drop off dates, and prisoners weighing in excess of Two hundred eighty (280) pounds.

Medical Transports:

Rates shall be on a case by case basis and shall include the flight costs. Medical conditions that exclude prisoner from ground transport eligibility include, but are not limited to:

- a. Cardiovascular problems requiring medication or prescribed procedures;
- b. Diabetics whereby prescribed medication must be injected and/or refrigerated;
- c. Epilepsy whereby seizure activity is not adequately controlled;
- d. Pregnancy;
- e. Fractured bones requiring casts or braces designed to immobilize injured areas;
- f. Critical wounds;
- g. Communicable diseases or any other medical condition that may place the prisoner, transport personnel, or other prisoners at risk;
- h. HIV positive or AIDS prisoners;
- i. Additional charges (under Special Request Transport) shall apply to prisoners weighing in excess of two hundred eighty (280) pounds.

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

Term: 07/1/2019 (retro) to 06/30/2022

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EXHIBIT-A

Custom Transports:

Rates shall be on a case by case basis and shall include flight costs. Custom Transport shall be defined as “any non-standard transport that would require special concessions to be made to safely transport the prisoner.

Limited Transport Areas:

Rates shall be on a case by case basis and shall include flight costs, and flight quote. CONTRACTOR does not routinely travel to the following states, which are defined as “Limited Transport Areas”.

Washington	Oregon	Nebraska
North Dakota	South Dakota	Montana
Idaho	Wyoming	Hawaii
Alaska	Other US Territories	

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses for flights only during this Agreement. CONTRACTOR shall receive compensation for travel expenses for flights only as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit statements electronically to the County’s invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

Term: 07/1/2019 (retro) to 06/30/2022

EXHIBIT-A

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

Term: 07/1/2019 (retro) to 06/30/2022

EXHIBIT-B

EXHIBIT-B

Transportation Regulations Pertaining to Prisoner Transport and Applicable to CONTRACTOR

Federal Regulations: Prisoner Transportation Companies

Statutes and Regulations:

Private prisoner transportation companies are governed by 34 USC 60103 known as "Jenna's Act".

The act and accompanying regulations require:

- Minimum standards for background checks and pre-employment drug testing for potential employees, to disqualify persons with a felony conviction or domestic violence conviction.
- Minimum standards for the length and type of training that employees must undergo before they can transport prisoners not to exceed 100 hours of preservice training focusing on the transportation of prisoners. Training shall be in the areas of use of restraints, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving.
- Restrictions on the number of hours that employees can be on duty during a given time period. Such restriction shall not be more stringent than current applicable rules and regulations concerning hours of service promulgated under the Federal Motor Vehicle Safety Act.
- Requirement that officer to prisoner ration not exceed 1 agent for every 6 violent prisoners.
- Minimum standards for employee uniforms and identification that require wearing of a uniform with a badge or insignia identifying the employee as a transportation officer.
- Minimum requirements for the restraints that must be used when transporting violent prisoners, to include leg shackles and double-locked handcuffs, when appropriate.

U.S. Department of Transportation

Any company in the business of transporting inmates interstate and:

- Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of 4,536 kg (10,001 pounds) or more, whichever is greater; or
- Is designed or used to transport more than 8 passengers (including the driver) for compensation; or
- Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation.

Is required by FMCSA to obtain a USDOT Number and comply with the Federal Regulations.

Any prisoner transportation company must comply with this requirement. Many companies try to get around these requirements by using small sedans, or mini-vans, which are not as safe and secure as dedicated transport vehicles designed and outfitted for prisoner transport.

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

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EXHIBIT-B

The FCMSA also requires minimum insurance of:

- \$1.5MM (15-passenger or less)
- \$5.0MM (15-passenger or more) Commercial (CDL drivers required)

You should obtain a Certificate of Insurance yearly from your vendor and make sure that the insurance provided does not exclude operating the vehicle for hire or transporting prisoners.

Federal Motor Carrier Safety Administration (FMCSA) Requirements Operating Authority/ Motor Carrier Number (MC#)

- Operating Authority means the registration (MC#) as required by 49 U.S.C. 13902, 49 CFR part 365, 49 CFR part 368, and 49 CFR 392.9a and is required by all companies in the business of transporting passengers for hire.

Every Prisoner Transportation Company must have Operating Authority with a valid (non-expired) MC# per Federal Law.

DOT SAFETY RATING

In addition to having Operating Authority with an MC# and requiring a USDOT #, a company in the business of transporting inmates must have all driver's complete DOT physicals, complete driver's history checks on all employees, comply with driver duty hours (ELD tracks this), have compliant sleeper berths with minimum measurements as outlined per the DOT, run vehicles through annual inspections, keep Motor Vehicle Reports on file, report crashes, and much more ensuring that they are operating legally and safely across our Country's interstates with their passengers.

This is a significant amount of information to keep track of and if you are the agency using this company it could become overwhelming. This is why the FMSCA has created a **Safety Rating System** that is determined after the company has been through a safety check from the DOT, auditing the company's compliance with all of their requirements and laws.

The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.

Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

Because of this, most agencies require a **minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

Electronic Logging Devices (ELD)

Per the Department of Transportation and FMSCA, as required by *MAP-21, § 395.8(a)(1)* directs a motor carrier operating CMVs to install and require each of its drivers to use an ELD to record the driver's duty status no later than December 18, 2017.

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

Term: 07/1/2019 (retro) to 06/30/2022

EXHIBIT-B

This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

COMPANY SNAPSHOT

The *Company Snapshot* is a concise electronic record of a company's identification, size, commodity information, and safety record, including the safety rating, a roadside out-of-service inspection summary, and crash information. The *Company Snapshot* is available via an ad-hoc query (one carrier at a time) free of charge.

You can check a company's **Safety Rating on the Company Snapshot Page** here:

- safer.fmcsa.dot.gov/CompanySnapshot.aspx

Best Practices for Contracting with Private Prisoner Transport Companies

The following recommendations are minimum requirements that in many cases have been adopted by your peers and that we have seen in contracting to perform prisoner transportation services. We believe such provisions improve transparency to the purchasing departments and agencies and enhance the safety of both prisoners and agents while performing interstate prisoner transportation:

Insurance Requirements:

In addition to the mandated auto liability insurance required above by FMCSA, private transport companies should maintain a minimum of:

- \$3.0MM (including Excess Umbrella Coverage) in Commercial General Liability insurance,
- \$1.0MM in Workers Compensation insurance,
- \$1.0MM in Professional Liability insurance

Any company who is properly insured should provide a Certificate of Insurance and some documentation from the insurance company or agent stating they are fully aware the company is in the business of transportation of inmates on their Auto Liability, General Liability, Workers Compensation, and Professional Liability policies.

If an insurance company is not aware that a company is in the business of transporting inmates, the company and ultimately you may not be covered in the event of an accident or death.

USC Internal Merger Co LLC dba US Corrections LLC

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EXHIBIT-C

EXHIBIT-C

Language Modifications Requested to Standard County Contract

CONTRACTOR requests the following language changes to the County's Standard Contract. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 7.01

Remove:

“During the term of this Agreement, the County”

Replace with:

“During the term of this Agreement, the County or CONTRACTOR”

Section 7.02

Remove:

“If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to the CONTRACTOR, and the County may proceed with the work in any manner in which the County deems proper. The cost to the County shall be deducted from any Sum due the CONTRACTOR under this Agreement.

No replacement is suggested.

Section 8.01

Remove: “willful misconduct”

Replace with: “willful conduct”

Section 10.05

Remove entire segment. Contractor does not provide a service that deals with Royalties or Inventions, and this is, therefore, not applicable

USC Internal Merger Co LLC dba US Corrections LLC

Amount: \$99,000.00

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EXHIBIT-C

Section 12.01

Remove: "Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR."

Replace with: County shall deliver a copy of any applicable contract to CONTRACTOR, at no cost to CONTRACTOR."

The County hereby requests the following language change to the County's Standard Contract. This change has been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 15.11

Add: The parties agree that in any dispute which is not resolved through mutual agreement and results in a lawsuit or proceeding, shall be brought in the Superior Court of Monterey County or the U.S. Federal Court in San Jose California, depending on the nature of the contested issues, and the applicable law.

USC Internal Merger Co LLC dba US Corrections LLC

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