Subject: Contract Amendment with SVT Gruppe, Inc. for Armed Guard Prisoner Transport

Department: Sheriff-Coroner  
Contact: B. Callas  
Phone: 530.538.2861  
Meeting Date Requested: May 21, 2019

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Sheriff’s Office contracts with SVT Gruppe, Inc. for intrastate inmate transport between facilities. Upon request by the Sheriff’s Office, SVT Gruppe, Inc. will pick up and deliver inmates to and from sites specified by the Sheriff’s Office. This service is used infrequently and only when Sheriff staff are unavailable to conduct the transport. The contract amendment extends the term and modifies the rate sheet.

The Sheriff’s Office recommends amending the contract with SVT Gruppe, Inc. for prisoner transportation services. The amendment extends the term of the contract by two years through May 24, 2021, and increases the maximum payable by $20,000, not-to-exceed $95,000. All other terms remain the same.

Fiscal Impact:

Funds within Sheriff’s budget, no additional funds requested.

Personnel Impact:

None.

Action Requested:

Approve contract amendment and authorize the Chair to sign.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
AMENDMENT TO CONTRACT
SVT Gruppe, Inc.

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
<th>March 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>Date of Contract</td>
<td>May 24, 2016</td>
</tr>
<tr>
<td>SVT Gruppe, Inc.</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Previous Contract Price</td>
<td>75,000.00</td>
<td>Fixed Price</td>
</tr>
<tr>
<td>Net Change This Amendment</td>
<td>20,000.00</td>
<td>Fixed Price</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>95,000.00</td>
<td>Fixed Price</td>
</tr>
</tbody>
</table>

Original Completion Date: May 24, 2019
Revised Completion Date: May 24, 2021

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Contractor and County agree to extend contract from May 24, 2019 to May 24, 2021 and to increase the Not To Exceed Price from $75,000 to $95,000.

Effective May 25, 2019 Contractor and County agree to delete cost rate sheet on page 8 and include new rates listed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up fee</td>
<td>$99.00 per Transport Service</td>
</tr>
<tr>
<td>Dispatch/Monitoring fee</td>
<td>$49.00 per Service</td>
</tr>
<tr>
<td>First Armed Officers</td>
<td>$1.35 per Mile</td>
</tr>
<tr>
<td>2nd Armed Officer</td>
<td>$0.85 per Mile</td>
</tr>
<tr>
<td>Each Additional Prisoner</td>
<td>$0.35 per Mile</td>
</tr>
<tr>
<td>Special Handling (High Risk, Medical, Armed Officers (guaranteed), Less than 48 Hour Callout Notice)</td>
<td>$0.35 per Mile</td>
</tr>
<tr>
<td>Excessive Holdover Rate (over 1.5 wait time)</td>
<td>$55.00 an hour per officer</td>
</tr>
</tbody>
</table>

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Steve Lambert
Chair, Board of Supervisors

CONTRACTOR

Antonetta Ginochio, VP
SVT Gruppe, Inc.
<table>
<thead>
<tr>
<th>Contracts Division</th>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
</table>

BUTTE COUNTY CONTRACT ADMINISTRATION
REQUEST FOR CONTRACT REVIEW

To be completed by submitting department
(A minimum of two originals & one copy of the contract must be attached unless contract is going to the board = three originals & one copy)

Approval Authority: ☑ Board of Supervisors ☐ General Services ☐ Department Only
☐ Contract Initial Review ☑ Contract Approval Review ☐ Amendment Initial Review ☐ Amendment Approval Review

Date Submitted: 5/4/2016 Contact Person: L. Bermann Phone No: 538-4361

Name of Contractor: SVT Gruppe, Inc.
Title of Contract: Standard Contract SVT Gruppe, Inc.

Is this a new independent contractor/sole proprietor? ☑ NO ☑ YES - if yes you must file a w-9 before payment can be issued

Charge Code: 3603110 Account No.: Project No. or

Maximum Amt. Payable: $75,000 Encumbrance Split (If contract will be encumbered): 3 years following execution

Start Date: 5/26/16 End Date: 5/31/2019 Duration: 3 years

Will contract require additional appropriation ☑ YES ☑ NO Funding Source: General funds

Does Contract require Business Associate Agreement (HIPAA)? ☑ YES ☑ NO

HOW WAS CONTRACTOR SELECTED?

☑ Based on Competitive Solicitation No. SO122115; lowest price/best value & responsive/responsible offer/proposal/bid or...

Explain: No one responded to RFP; we requested services from vendor

☐ Non-competitive Process:

☑ Based on Competitive Solicitation Exception (Cite Specific Exception)

Brief Elaboration:

☒ I concur with the above citation application to this contract and recommend approval as exception to the competitive solicitation process.

☒ I do not concur with citation; competitive solicitation is required or SSJ must be submitted.

Debbie Heath, Contracts/Procurement Agent Date:

☐ Based on standardization (☐ approved on ☐ ) other sole source or single source justification; see attached documentation for full explanation.

CONFLICT OF INTEREST/CALPERS ANNUITANT

☒ Contractor is a past County employee (within past 24 months) or a CalPERS retired annuitant from any agency. (If checked, attach completed Independent Contractor Certification Form which has been approved by HR and the Auditor/Controller prior to routing to General Services.)

DEPARTMENT AUTHORIZATION & APPROVAL SPECIAL HANDLING

Requested Date of Approval 5/17/2016 BOS Agenda Date: 5/24/2016 NOTE: If transmittal has already been submitted this sheet should be yellow

☑ When fully routed send directly to Clerk of the Board ☑ When fully routed notify contract person for instruction

The undersigned hereby certifies that the attached contract and the processes that produced it were accomplished in compliance with the Butte County Ordinance and with Contract/Purchasing Policy & Procedure Manual and in accord with Butte County Fiscal Goals and Objectives.

Kory L. Honea, Sheriff-Coroner Signature of Department Head or Delegate Date

FOR REVIEW RECORDS ONLY

Review Received Log Out Comments or Notations Reviewer

Contracts Division: 5/11/16 5/20/16 ☑ X☑ 3603110 1/4559

County Counsel: 5/23/16 5/23/16

Approval Authority: 5/23/16 5/26/16

□ PWC 100

Rev. 10/1/2015
STANDARD CONTRACT
SVT Gruppe, Inc.

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the VARIABLE INFORMATION TABLE below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ Below</td>
<td></td>
</tr>
<tr>
<td>On Following Date</td>
<td></td>
</tr>
<tr>
<td>Upon Date Notice to Proceed Received</td>
<td>Calendar Days Following Receipt of Notice to Proceed</td>
</tr>
<tr>
<td>Upon Last Date Executed by County</td>
<td>3 Years Following Execution of Contract by County</td>
</tr>
</tbody>
</table>

County Department: Butte County Sheriff's Office

Terms: 0

Basis of Price (Do Not √ More Than One of the Following Four Blocks)

<table>
<thead>
<tr>
<th>Not-to-Exceed Price</th>
<th>$75,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>√ if Reasonable Expenses are authorized in addition to Hourly Rate</td>
</tr>
</tbody>
</table>

Contractor Contact Information

Contractor: SVT Gruppe, Inc
Address: PO Box 270
City, State & ZIP: Napa, CA 94559-0270
Telephone: 707-927-2200
Facsimile: 707-255-8445

County Contact Information

Project Manager: Linda Bermann
Address: 33 County Center Drive
City, State & ZIP: Oroville, CA 95965
Telephone: 530-538-4361
Facsimile: 530-538-2805

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work
Exhibit A – California Penal Code 831.6

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Kory L. Honea, Sheriff
Signature
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Bill Connelly 24/ May/ 2016
Bill Connelly, Chair
Butte County Board of Supervisors

CONTRACTOR

Antonetta Ginochio, V.P.
SVT Gruppe, Inc.

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By N. Heath 5/20/16

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By 6/23/16

Standard Contract - GT $25,000  Rev. 04/09/15  Butte County General Services Department
**BUTTE COUNTY CONTRACT ADMINISTRATION**

**REQUEST FOR CONTRACT REVIEW**

To Be Completed By Submitting Department

(A MINIMUM OF TWO ORIGINALS & ONE COPY OF THE CONTRACT MUST BE ATTACHED unless contract is going to the BOARD = THREE ORIGINALS & ONE COPY)

<table>
<thead>
<tr>
<th>Approval Authority:</th>
<th>☒ Board of Supervisors</th>
<th>☐ General Services</th>
<th>☐ Department Only</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Submitted:</th>
<th>5/4/2016</th>
<th>Contact Person:</th>
<th>L. Bermann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contractor:</td>
<td>SVT Gruppe, Inc.</td>
<td>Phone No:</td>
<td>538-4361</td>
</tr>
</tbody>
</table>

| Title of Contract: | Standard Contract SVT Gruppe, Inc. |

Is this a NEW INDEPENDENT CONTRACTOR/SOLE PROPRIETOR? ☑ NO ☐ YES - If YES you must file a W-9 before payment can be issued

<table>
<thead>
<tr>
<th>Charge Code:</th>
<th>3603110</th>
<th>Project No. or</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Amt. Payable:</td>
<td>$75,000</td>
<td>Encumbrance Split (if contract will be encumbered):</td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td>5/25/2016</td>
<td>End Date:</td>
<td>5/24/2019</td>
</tr>
<tr>
<td>Duration:</td>
<td>3 years</td>
<td>Funding Source:</td>
<td>General funds</td>
</tr>
</tbody>
</table>

Will contract require additional appropriation? ☑ YES ☑ NO

Does Contract require Business Associate Agreement (HIPAA)? ☑ YES ☑ NO

**HOW WAS CONTRACTOR SELECTED?**

☑ Contract is for less than $5000 and therefore solicitation is not required and/or quotes were obtained to verify pricing

☑ Based on Competitive Solicitation No. _SC122115; lowest price/best value & responsive/responsible offer/proposal/bid or...

Explain: No one responded to RFP; we requested services from vendor

☐ Non-Competitive Process:

☐ Based on Competitive Solicitation Exception (Cite Specific Exception)

<table>
<thead>
<tr>
<th>Brief Elaboration:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ I concur with the above citation application to this contract and recommend approval as exception to the competitive solicitation process.</td>
</tr>
<tr>
<td>☑ I do not concur with citation; competitive solicitation is required or SSJ must be submitted.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debbie Heath, Contracts/Procurement Agent</th>
<th>Date:</th>
</tr>
</thead>
</table>

☐ Based on standardization (S approved on ___) other sole source or single source justification; see attached documentation for full explanation.

**CONFLICT OF INTEREST/CALPERS ANNUITANT**

☐ Contractor is a past County employee (within past 24 months) or a CalPERS retired annuitant from any agency. (If checked, attach completed Independent Contractor Certification Form which has been approved by HR and the Auditor/Controller prior to routing to General Services.)

**DEPARTMENT AUTHORIZATION & APPROVAL SPECIAL HANDLING**

<table>
<thead>
<tr>
<th>Requested Date of Approval</th>
<th>5/17/2016</th>
<th>BOS Agenda Date:</th>
<th>5/24/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: If transmittal has already been submitted this sheet should be YELLOW</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☒ When fully routed send directly to Clerk of the Board ☐ When fully routed notify contract person for instruction

The undersigned hereby certifies that the attached contract and the processes that produced it were accomplished in compliance with the Butte County Ordinance and with Contract/Purchasing Policy & Procedure Manual and in accord with Butte County Fiscal Goals and Objectives.

<table>
<thead>
<tr>
<th>Kory L. Honea, Sheriff-Coroner</th>
<th>Signature of Department Head or Delegate</th>
<th>Date</th>
</tr>
</thead>
</table>

**FOR REVIEW RECORDS ONLY**

<table>
<thead>
<tr>
<th>Review</th>
<th>Received</th>
<th>Log Out</th>
<th>Comments or Notations</th>
<th>Reviewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts Division:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Counsel:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approval Authority:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rev. 10/12/15
STANDARD CONTRACT
SVT Gruppe, Inc.

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE

| Term of This Contract (Complete Dates in: Just One of the Following Three Rows) |
|---------------------------------|---------------------------------|
| √ Below                         | Term Begins                     | Term Completion Date       |
| On Following Date               | On Following Date               |
| □ Upon Date Notice to Proceed Received | Calendar Days Following Receipt of Notice to Proceed |
| √ Upon Last Date Executed by County | 3 Years Following Execution of Contract by County |

| County Department | Butte County Sheriff’s Office | FOB Point |

<table>
<thead>
<tr>
<th>Terms</th>
<th>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>☐ Fixed Price</td>
</tr>
<tr>
<td></td>
<td>☐ Monthly Price</td>
</tr>
</tbody>
</table>

Not-to-Exceed Price $75,000.00 √ if Reasonable Expenses are authorized in addition to Hourly Rate

<table>
<thead>
<tr>
<th>Contractor Contact Information</th>
<th>County Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Project Manager</td>
</tr>
<tr>
<td>SVT Gruppe, Inc</td>
<td>Linda Bermann</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>PO Box 270</td>
<td>33 County Center Drive</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Napa, CA 94559-0270</td>
<td>Oroville, CA 95965</td>
</tr>
<tr>
<td>Telephone</td>
<td>Telephone</td>
</tr>
<tr>
<td>707-927-2200</td>
<td>530-538-4361</td>
</tr>
<tr>
<td>Facsimile</td>
<td>Facsimile</td>
</tr>
<tr>
<td>707-255-8445</td>
<td>530-538-2805</td>
</tr>
</tbody>
</table>

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work
Exhibit A – California Penal Code 831.6

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Kory L. Honea, Sheriff

Signature

Date 4-3-16

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Bill Connelly, Chair
Butte County Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

CONTRACTOR

Antonetta Ginochio, V.P.
SVT Gruppe, Inc.

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By
Date
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).

2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 0187 covering “any auto” and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3.) Workers’ Compensation Insurance - As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

B. MINIMUM LIMITS OF INSURANCE

1.) General Liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least $2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

2.) Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.

3.) Workers’ Compensation and Employer’s Liability: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

C. DEDUCTIBLES AND SELF-INSURED RETENSIONS

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

   a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The
coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to http://www.ambest.com/)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Definitions

“Facility” refers to the Butte County Jail located at 33 County Center Drive, Oroville, CA.

“Prisoner” refers to a person in the custody of the Butte County Sheriff’s Office and the Contractor.

“Transportation Officer” is a public officer appointed on a contract basis by a Peace Officer to transport prisoner(s), per penal code 831.6.

“Intrastate” is within the State of California.

“Interstate” is connecting or existing between two or more states.

Intra-state Transport

The Contractor shall provide, upon request by County, intrastate transportation services of prisoner(s) either to or from the Butte County Jail located at 33 County Center Drive, Oroville CA 95965. The California Public Utilities Commission (CPUC) requires carriers to have a valid Class Z-Specialized Carrier Permit to be able to transport prisoner(s) under contract for a governmental agency within California.

Interstate Transport:

The Contractor shall provide, upon request by County, interstate transportation services of prisoner(s) either to or from the Butte County Jail located at 33 County Center Drive, Oroville CA 95965. According to federal law, anytime transportation of prisoner(s) involves crossing state lines, the carrier must be currently registered with the US Department of Transportation (USDOT) and the Federal Motor Carrier Safety Administration (FMCSA) and have a “Satisfactory” rating. The California Public Utilities Commission (CPUC) requires carriers to have a valid Class Z-Specialized Carrier Permit to be able to transport prisoner(s) under contract for a governmental agency with California.

Licenses and Training

Contractor and Contractor’s Transportation Officer shall be have authority pursuant to California Penal Code sections 831.6, Subdivision (a) once assuming custody of prisoner.

Contractor shall be responsible for ensuring Contractor’s Transportation Officers meet the training requirements of California Penal Code Sections 831.6, Subdivision (a) and penal code 832.

Contractor shall be responsible for Contractor’s Transportation Officers following all state and federal requirements (i.e. US Code, Title 42, Chapter 136, Subchapter I, Part B, 13726b -Federal regulation of prisoner transport companies), as well as County Sheriff’s Office written policies and procedures regarding security and control when assuming custody of prisoner(s) (Exhibit A, attached hereto and incorporated herein).

Contractors shall submit a copy of their transport policy to County.
Transport Scheduling

Contractor's scheduling office shall be available 24 hours a day, 7 days a week by phone or email including major holidays.

Contractor shall respond in writing to County’s request to schedule transport services within one week. In the event of an urgent issue with the need for an airplane transport, County shall be responsible to schedule flights and provide the Contractor with all details. The cost of the flight is arranged and prepaid by County.

Transport Responsibilities

Contractor shall provide two armed transportation officers for all prisoner transport.

Contractor shall provide a female transportation officer for a female prisoner transport.

Contractor shall be responsible for managing Transportation Officers regarding performance of service.

When services are requested by County, Contractor shall be responsible for assuming custody of prisoner(s) committed to the custody of the County and provide transportation of said prisoner(s) from and to locations designated by the County.

Contractor shall be responsible for the physical custody of the County prisoner once Contractor's transportation personnel have accepted the prisoner(s), their property and all necessary paperwork.

Contractor shall be responsible for the timely and punctual delivery of said prisoner(s).

Contractor shall notify the County immediately should there be a delay in delivering of prisoner(s).

The Contractor shall provide restroom breaks for the prisoner(s) every three to four hours if vehicle is not equipped with suitable restroom facilities.

Contractor shall provide prisoner(s) with one (1) meal that meets the Title 15 Standards for every 6 hours of transport.

Medications

Contractor shall have the capability to transport medically challenged prisoner(s).

Contractor shall adhere to all policies of any medical facility that prisoner(s) are transported to. In the event that Contractor is required to transport medically challenged prisoner(s), a written quotation must be submitted by Contractor and approved by the County prior to the service.
Medications and any like provisions that have been prescribed for the prisoner and are required during transport will be supplied by the County. In the event that a well prisoner being transported by the contractor becomes ill or injured en route and requires professional medical examination and/or treatment, and the illness or injury was not caused due to lack of reasonable care by Contractor’s Transportation Officers, such fees for examination and/or treatment shall be a proper charge to County. All medical emergencies shall be reported to the Facility immediately.

**Vehicles and GPS Monitoring**

Contractor’s transport vehicles shall be fully equipped to provide both intra-state and interstate services. All transport operations are monitored via Real-Time GPS tracking system.

**Cost and Invoicing**

Contractor shall charge County for each Transportation Officer required per transport and mileage at the rates agreed to below:

<table>
<thead>
<tr>
<th>Prisoner</th>
<th>Cost Per Mile</th>
<th>Transport Officer Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male or Female</td>
<td>.79</td>
<td>$39.00</td>
</tr>
<tr>
<td>Special Needs</td>
<td>.79</td>
<td>$39.00</td>
</tr>
<tr>
<td>High Risk</td>
<td>.79</td>
<td>$39.00</td>
</tr>
<tr>
<td>Multiple Inmates/per location</td>
<td>.79</td>
<td>$39.00</td>
</tr>
<tr>
<td>Airplane Flights</td>
<td>n/a</td>
<td>$39.00</td>
</tr>
</tbody>
</table>

Mileage is to be determined by the most direct route from the pick-up point to the drop off point and will be based on one-way transport calculated from a mileage calculator such as mapquest.com.

Airline flights, meals, rental car and lodging shall be paid by County.

Contractor shall provide invoices with itemized charges including dates, prisoner name(s), the number of officers and the actual mileage from specified pick-up and drop off locations and the rate(s) per transaction.

**County Responsibility**

County shall prepare all required paperwork for each prisoner needing a transport. Additional information, but not limited to, prisoner’s name, date of birth, gender, security classification, medical needs, and any pertinent information related to the transport of prisoner. Paperwork shall include the facility name, contact person and address of where the prisoner is being transferred from or to.

County shall transmit all required paperwork to Contractor via fax in a timely manner.

County shall have all of the prisoner’s personal belongings identified and bagged for transport.
Exhibit A

California Penal Code 831.6

(a) A transportation officer is a public officer, not a peace officer, appointed on a contract basis by a peace officer to transport a prisoner or prisoners.

(b) A transportation officer shall have the authority of a public officer, and shall have the right to carry or possess firearms, only while engaged in the transportation of a prisoner or prisoners for the duration of the contract.

(c) Each person described in this section as a transportation officer shall, prior to the transportation of any prisoner, have satisfactorily completed the training course specified in CA Penal Code Section 832.

(d) A transportation officer may use reasonable force in establishing and maintaining custody of persons delivered to him or her by a peace officer.