

**PRISONER TRANSPORT CONTRACT  
BETWEEN EL PASO COUNTY AND  
TEXAS PRISONER TRANSPORTATION DIVISION, LLC**

THIS CONTRACT is between the COUNTY OF El Paso, Texas (County) and Texas Prisoner Transportation Division, LLC (Contractor) to provide prisoner extradition and transportation services for the County, effective as of March 1, 2014.

- 1. SCOPE OF SERVICES:** Contractor will provide transportation 24 hours a day, 7 days a week, and 365 days a year, for prisoners to be extradited or transported from other locations and facilities within Texas and the United States to the El Paso County Sheriff's Office pursuant to applicable state and federal law, including 28 C.F.R. Part 97, and Contractor's response to Request for Proposal No. 13-059 bid terms and specifications, which is incorporated here and attached as **Exhibit A**.
  
- 2. METHOD OF COMPENSATION:**
  - A. County shall pay to Contractor within thirty (30) days after the receipt of an itemized statement from Contractor:
    - i. \$1.00 per mile per prisoner transported;
    - ii. \$1.50 per mile per medical transport;
    - iii. \$250.00 End of Sentence/Release Date Fee.
  - B. Contractor will provide a 25% discount if more than one prisoner is picked up or dropped off at the same location.
  
- 3. CONTRACT PERIOD AND TERMINATION:** This Contract is effective from March 1, 2014 to February 28, 2015, regardless of the date of execution. The Parties may agree to extend the term of this Agreement on a month-to-month basis for a period not to exceed 12 months, at the compensation set out in this Agreement. County or Contractor may terminate this Agreement at any time by giving thirty (30) days written notice. Contractor shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first. This agreement does not automatically renew.

#### **4. INSURANCE:**

- A. Contractor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:
- i. For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
  - ii. For damages arising out of bodily injury to or death of two or more persons in any one accident-THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS
  - iii. For any injury to or destruction of property in any once accident-ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. Contractor shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by Contractor. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by Contractor to County.
- C. In no event shall the County be liable for any damage to or destruction of any property belonging to the Contractor.
- D. County shall be listed as the additional insured on policy certificates (See Exhibit B) and shall be notified of changes to the policy during the contractual period.
- E. In addition to the above insurance required by RFP No. 13-059, Contractor, at its sole cost and expense, shall purchase and maintain insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers,

employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of El Paso Sheriff's Office individually or collectively. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES UNDER SUBSECTION VII.E:** The following policies shall be maintained with insurers authorized to do business in the State of Texas and shall be issued under forms of policies satisfactory to the County. The general aggregate limits shall apply separately to Contractor's work under this Agreement: **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL"):** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following: \$1,000,000 each occurrence (combined single limit); \$1,000,000 for personal injury liability; \$1,000,000 aggregate for products-completed operations; and, \$1,000,000 general aggregate. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"):** Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto." This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL"):** This policy shall include at least the following coverages and policy limits: Workers' Compensation insurance as required by the laws of the State of Texas; and Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL"):** This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during

the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year. ENDORSEMENTS: The County of El Paso, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement.

**5. INDEMNIFICATION:**

- A. Contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about County's facilities with the expressed or implied consent of County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.
- B. Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- 6. LAW GOVERNING CONTRACT:** For the purpose of determining the place of and law governing the agreement, parties agree that the contract is entered into in the County of El

Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction will be in El Paso County, Texas.

- 7. SUBCONTRACTING/ASSIGNMENT:** Contractor shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve Contractor of any of its responsibilities under this contract.
- 8. INDEPENDENT CONTRACTOR:** Contractor expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Contractor or its subcontractors perform in providing the requirements stated in the Bid.
- 9. TOTALITY OF AGREEMENT:** All of the agreements between the parties are included herein and no amendment will be valid unless made in writing and executed in the same manner as this agreement.
- 10. WAIVER:** No provision of this agreement can be waived except in writing, signed by the party against which enforcement of the waiver is sought.
- 11. SEVERABILITY:** The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase is held to be contrary to any rules or regulations, such decision shall not affect the remaining portions of this agreement.

**12. NOTICES:** Notices will be sent to the following:

**COUNTY:**

County Judge Veronica Escobar  
El Paso County Courthouse  
500 E. San Antonio Ave., Room 301  
El Paso, Texas 79901

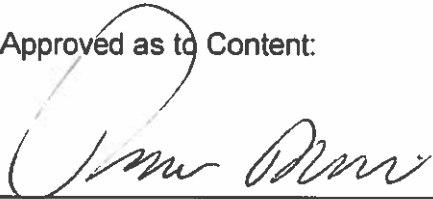
**With a copy to:**

Sheriff Richard Wiles  
El Paso Sheriff's Office Headquarters  
3850 Justice  
El Paso, Texas 79938

**CONTRACTOR:**

Bill Brees, Vice President of Operations  
Texas Prisoner Transportation Division, LLC  
813 West 2nd Ave.  
Taylor, Texas 76574

Approved as to Content:



Sheriff Richard Wiles  
El Paso County Sheriff's Office

THE COUNTY OF EL PASO:



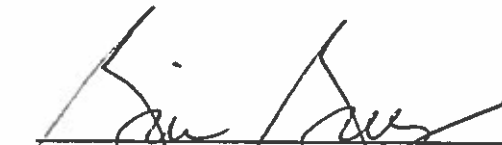
County Judge Veronica Escobar  
Date: 4/7/14

Approved as to Form:



Assistant County Attorney

Texas Prisoner Transportation Division, LLC:



Bill Brees, Vice President of Operations  
Date: 3/7/14

(Signor must be legally authorized to bind corporation)

EXHIBIT A  
CONTRACTOR'S RESPONSE TO RFP NO. 13-059

EXHIBIT B  
INSURANCE CERTIFICATE





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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(ies) must 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).

<b>PRODUCER</b> Randig Insurance LLC P OBox 941 Taylor, TX 76574 Ron Randig	<b>CONTACT NAME:</b> Jackie Woods <b>PHONE (A/C, No, Ext):</b> 512-365-4357 <b>FAX (A/C, No):</b> 512-352-1005 <b>E-MAIL ADDRESS:</b> jwoods.randi01@insuremail.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Professional Indemnity Agency</td> <td></td> </tr> <tr> <td>INSURER B National Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER C Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Professional Indemnity Agency		INSURER B National Indemnity Co		INSURER C Texas Mutual Insurance Company		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Texas Prisoner Transportation DBA TPTD 813 W 2nd St Taylor, TX 76574														

## COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CJ1002914	02/18/2014	02/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73APS046387	02/06/2014	02/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$
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 <input type="checkbox"/> N/A	TSF0001221992	03/14/2013	03/14/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

El Paso County 3850 Justice Dr El Paso, TX 79938	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 Ron Randig
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