



AGREEMENT NO. MA-060-16011313 AMENDMENT #1

**BETWEEN
COUNTY OF ORANGE
AND
SATELLITE TRACKING OF PEOPLE, LLC
FOR
CONTINUOUS ELECTRONIC MONITORING SERVICES
USING GPS (GLOBAL POSITIONING SATELLITE) EQUIPMENT**

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AGREEMENT NO. MA-060-16011313 AMENDMENT #1
BETWEEN
COUNTY OF ORANGE
AND
SATELLITE TRACKING OF PEOPLE, LLC
FOR
PROVISION OF CONTINUOUS ELECTRONIC MONITORING SERVICES
USING GLOBAL POSITIONING SATELLITE (GPS) EQUIPMENT

This Agreement (hereinafter referred to as “Contract”), for the provision of continuous electronic monitoring services using Global Positioning Satellite (GPS) equipment, is by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”), acting through the Orange County Sheriff-Coroner Department (hereinafter referred to as “Sheriff-Coroner”), and Satellite Tracking of People, LLC, a limited liability corporation (hereinafter referred to as “Contractor”), having its principal place of business at 1212 North Post Oak Road, Suite 100, Houston, TX 77055. County and Contractor may be referred to individually as “Party” or collectively as “Parties”.

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

- Attachment A - State of Washington Department of Enterprise Services, Contracts and Legal Division Master Contracts & Consulting (MCC) Contract #00212 with Satellite Tracking of People (“STOP”) for Electronic Monitoring of Offenders
- Attachment B - Participating Addendum WSCA-NASPO Cooperative Purchasing Organization Electronic Monitoring of Offenders Administered by the State of Washington (hereinafter “Lead State”)

RECITALS

WHEREAS, the state of Washington, acting as the Lead State for the Western States Contracting Alliance (WSCA), a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO), hereinafter collectively referred to as “WSCA-NASPO”, and acting through the Department of Enterprise Services Contracts and Legal Division Master Contracts & Consulting (MCC), issued Attachment A; and

WHEREAS, the County Procurement Office approves the use of competitively bid cooperative purchasing programs such as those issued by WSCA;

WHEREAS, the County wishes to contract for continuous electronic monitoring services and lease STOP Global Positioning Satellite (“GPS”) Equipment using WSCA Contract No. 00212; and

WHEREAS, Contractor agrees to provide continuous electronic monitoring services using its GPS equipment in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. DEFINITIONS

1. Ankle Device – As used herein, the term “Ankle Device” shall mean a one-piece GPS system device that will track an individual 24 hours a day, seven days a week via a GPS engine that records and transmits location data.
 - a. In the event of, or under circumstances where an individual’s medical condition, physical characteristics, or other bodily functions prevent the installation of an Ankle Device, Contractor shall propose the use of an alternate device for Sheriff-Coroner’s prior approval, for that specific situation and as needed to accomplish the electronic monitoring objectives under this Contract. In such instances, wherever the term “Ankle Device” appears in this Contract, the alternate device that was pre-approved by Sheriff-Coroner for installation on specified individuals shall substitute and satisfy the definition and meaning of “Ankle Device”.
2. Continuous Electronic Monitoring (CEM) – As used herein, the term “Continuous Electronic Monitoring” shall mean an electronic system capable of continuous monitoring seven days per week, 24 hours a day, and 365-366 days a year.
3. CEM/GPS – As used herein, the term “CEM/GPS” shall mean continuous electronic monitoring services using GPS equipment.
4. Contractor’s Project Manager - As used herein, the term “Contractor’s Project Manager” shall mean the Contractor’s designee who shall act as Project Manager in the overall management and coordination of Contract services on Contractor’s behalf, and shall act as the central point of contact with the County.
5. County’s Project Manager - As used herein, the term “County’s Project Manager” shall mean the Sheriff-Coroner Division Director designated to serve with full authority to oversee Contractor’s daily operations in the performance of this Contract and to coordinate the activities of Sheriff-Coroner personnel assigned to work with Contractor.
6. Exclusion Zone - As used herein, the term "Exclusion Zone" shall mean an area in which the monitored individual is not allowed to travel (e.g., schools, playgrounds, or victim’s location).
7. GPS System - As used herein, the term "GPS System" shall mean a worldwide radio navigation system of several satellites that are positioned to receive signals from earth and capable of providing information relative to latitude, longitude, and time of the collected coordinate.
8. Home Monitoring Unit (HMU): As used herein, the term "Home Monitoring Unit" shall mean a GPS accessory device installed in an offender’s home that uses radio frequency signal to communicate with the Ankle Device.
9. Inclusion Zone - As used herein, the term "Inclusion Zone" shall refer to an area in which the monitored offender must stay within, during a predetermined period of time (e.g., home or work location).
10. Monitoring Center – As used herein, the term “Monitoring Center” shall mean Contractor’s in-house facility where individuals who are placed on the CEM/GPS System are monitored. The Monitoring Center must be capable of notifying Sheriff-Coroner personnel or designated users of predetermined alerts.

II. AGREEMENT

1.0 Scope of Contract:

This Contract, together with its Attachments and Exhibits incorporated herein by reference, specifies the terms and conditions by which the County will procure and receive services from Contractor. Contractor shall provide County with CEM/GPS in accordance with the terms and conditions herein and in modification of the terms and conditions set forth in Attachment A.

2.0 Precedence:

The Contract documents consist of this Contract including its Attachments and Exhibits. In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of the Attachments and Exhibits.

3.0 Term of Contract:

The initial term of this Contract shall be for approximately ten months, commencing on March 5, 2016 through December 31, 2016 subject to the termination provisions set forth in the following paragraphs:

Paragraph 8.0:	Fiscal Appropriations
Paragraph 12.0:	Breach of Contract
Paragraph 13.0:	Contractor Bankruptcy/Insolvency
Paragraph 14.0 :	Termination
Paragraph 19.0:	Gratuities
Paragraph 23.0 :	County of Orange Child Support Enforcement Requirements
Paragraph 26.0 :	Insurance

3.1 **Renewal:** This Contract may be renewed under the same terms, conditions, scope of work and pricing for an additional two-year period, January 1, 2017 through December 31, 2018 **and one additional one year term**, subject to: (a) extension by the Lead State of WSCA Contract No. 00212; (b) the County's assessment of Contractor's performance and availability of funding or appropriations warranting such renewal; (c) upon mutual agreement of the Parties; and (d) applicable policy of the Orange County Board of Supervisors for contract renewals. The County shall not be required to give a reason if it elects not to renew this Contract.

4.0 Compensation:

4.1 Compensation to Contractor under this Contract shall be based on the following rates:

BLUtag one-piece body-attached device for active mode (when unit is in use)	\$3.10 per unit per day
Monitoring Center services	<u>\$1.00 per unit per day</u>
TOTAL	\$4.10 per unit per day

4.2 Whenever implemented by Contractor and adopted by the Lead State during the time this Contract is in effect, all price decreases from the above daily rates will automatically be extended to the County.

4.3 Contract Amount: The maximum amounts payable under this Contract shall be as follows:

4.3.1 \$520,125.00 for the initial term commencing on March 5, 2016 through December 31, 2016.

- 4.3.2 ~~\$1,040,250.00~~ \$780,188.00 for the additional two-year period commencing on January 1, 2017 through December 31, 2018, that if the Contract is renewed pursuant to Paragraph 3.1 herein. Contract shall be renewed for an additional one year term of January 1, 2019 through and including December 31, 2019, so that the ORIGINAL CONTRACT will correspond with the renewal terms available under WSCA-NASPO Contract No. 00212

5.0 Statement of Work:

It is the intent of the County to contract with a Contractor that operates a CEM/GPS system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities. By entering into this agreement, Contractor agrees that it operates a CEM/GPS system as described in this paragraph.

This Contract provides for up to an estimated 350 individuals to be monitored at any given time who will be assigned active devices. The length of time a device will be active on any individual can vary from a few days to several months to years based on individual case dynamics.

The target area shall be primarily Orange County, California; however, it may include any county where an individual resides and who is subject to the jurisdiction of Orange County.

5.1 Equipment Specifications, Monitoring System and Service Requirements

5.1.1 Tracking Equipment Features and Capabilities

Contractor shall provide the following equipment items:

5.1.1.1 Ankle Device (One-Piece GPS System Device)

- 5.1.1.1.1 It shall receive and transmit signals as part of a GPS System, and shall transmit data regarding the monitored individual's status to Contractor's Monitoring Center.
- 5.1.1.1.2 It shall include an internal clock and memory with the ability to store, at a minimum, 30 hours of data if communication is disrupted, and transmit stored data as soon as communication is restored.
- 5.1.1.1.3 It shall be equipped with a tamper notification system that immediately alerts Contractor's Monitoring Center of any attempts by an individual to alter the ankle device or its routine operation.
- 5.1.1.1.4 It shall include a power source (battery) with no less than 60 hours of active life, 250 recharge cycles, and take no more than one hour to recharge.
- 5.1.1.1.5 It shall include a household voltage type charger.
- 5.1.1.1.6 It shall include an adapter to allow the device to be charged in an automobile charging plug.
- 5.1.1.1.7 It shall have a GPS System receiver embedded in the device.
- 5.1.1.1.8 It shall record a GPS location point at least once every 60 seconds. The GPS location point can be collected as frequently as once every 30 seconds. Each 30-second recording prompt will be defaulted back to the 60 seconds after 30 minutes in order to conserve battery life.

- 5.1.1.1.9 It shall emit or download signals to Contractor's Monitoring Center at least once every 10 minutes and immediately upon violation.
- 5.1.1.1.10 It shall have "ping" or "request position" capability to enable Sheriff-Coroner personnel to call once every minute into the device to obtain the status of the device in advance of the next 10-minute download interval.
- 5.1.1.1.11 Its emitted or downloaded signal shall identify the name of the monitored individual, power and tamper status, and be encrypted to prevent duplication.
- 5.1.1.1.12 Its signal shall be capable of being received and tracked across large urban or rural areas, statewide, and from within structures, vehicles, and other objects to the degree technically feasible in light of the associated cost, design, and other considerations determined relevant by Sheriff-Coroner.
- 5.1.1.1.13 It shall include a non-breakable cell antenna.
- 5.1.1.1.14 It shall be Federal Communications Commission (FCC)-certified.
- 5.1.1.1.15 It shall be lightweight, hypoallergenic, sealed, shock resistant, and water/moisture resistant.
- 5.1.1.1.16 Its strap shall be hypoallergenic, waterproof, and strap lengths shall range from seven inches to 15 inches.
- 5.1.1.1.17 It shall include a power source (battery) with an active life of at least 18 months and a shelf life of at least two years. The battery shall not be accessible or replaceable by anyone, other than the Contractor.
- 5.1.1.1.18 It shall not pose a safety hazard or unduly restrict the activities of the monitored individual.
- 5.1.1.1.19 It shall have a fiber optic strap.
- 5.1.1.1.20 It shall have a tamper alarm for strap tampering, disconnect, intentional cutting and an out of range alert for the home monitoring application.
- 5.1.1.1.21 It shall have an unobtrusive appearance so that the monitored individual may confidently wear the equipment in public.
- 5.1.1.1.22 It shall have vibration capability.
- 5.1.1.1.23 It shall have the ability to issue an alert when the device is being intentionally shielded.
- 5.1.1.1.24 It shall have signal triangulation capability that uses cellular towers to determine the location of the ankle device, as an additional location monitoring technology, besides the GPS signals.

5.1.1.2 Home Monitoring Unit

Contractor shall provide home monitoring units at no additional cost to the County.

5.1.1.2.1 Landline Application:

5.1.1.2.1.1 It shall function via an analog telephone landline.

5.1.1.2.1.2 It shall transmit monitoring data every four hours; however, violations shall be reported in real time.

5.1.1.2.1.3 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, electrical service interruption, and telephone service interruption.

5.1.1.2.1.4 It shall be equipped with, at a minimum, a 24-hour battery backup.

5.1.1.2.1.5 It shall have signal ranges of 100 feet, 200 feet and 300 feet.

5.1.1.2.2 Non-Landline Application – where a landline is not available for use:

5.1.1.2.2.1 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, and electrical service interruption.

5.1.1.2.2.2 It shall have 72-hour battery backup in the event of power outage.

5.1.1.2.2.3 It shall tether to the ankle device using radio frequency (RF) signal for restricting a person's movement within an RF signal range of 50 feet, 100 feet or 150 feet.

5.1.1.2.2.4 When the ankle device and the non-landline application HMU are in RF signal range of each other, the following activities will take place as a result:

5.1.1.2.2.4.1 The ankle device will communicate with the Contractor's Monitoring Center software, while the plug-in HMU will act as a home anchor.

5.1.1.2.2.4.2 The ankle device will wake up and attempt to take a GPS point every two hours.

5.1.1.2.2.4.3 In the instances of tampering and/or interruption in the RF signal range, the ankle device shall immediately initiate the receipt of GPS signals and resume its standard data transmission schedule.

5.1.2 Monitoring System and Services

Contractor's monitoring system and services shall include, but not be limited to, the following:

5.1.2.1 Contractor's Monitoring Center shall notify authorized Sheriff-Coroner personnel via telephone when certain types of alerts are received by the Monitoring Center. This notification is in addition to email or text messages sent to the authorized personnel. Contractor shall have a procedure to verify that all immediate notification alerts are

received by Sheriff-Coroner, which will include the capability to log contact information onto a web-based report that is accessible to authorized Sheriff-Coroner personnel.

- 5.1.2.2 CEM/GPS shall be available seven days per week, 24 hours per day, 365-366 days per year (24/7/365-366), with near real-time reporting of the location of monitored individuals entered into Contractor's computer database which shall be available to County within five minutes of receipt of the information by the Contractor.
- 5.1.2.3 The Monitoring Center shall be accessible by County personnel 24/7/365-366 through a toll-free telephone number.
- 5.1.2.4 Contractor shall provide a computer and hardware system that is secure, web-based and accessible only by authorized Sheriff-Coroner personnel or their designated users, which will allow for enrollment, creation, and edit of identification data for the monitored individual (e.g., individual's name/identification number, addresses, contact numbers, predetermined configured alerts, and multiple inclusion/exclusion zone locations).
- 5.1.2.5 Computer software, hardware and other equipment shall be capable of identifying the location, direction, latitude and longitude, and speed of movement of individuals who are wearing the ankle device, at any given time of the day.
- 5.1.2.6 Contractor's CEM/GPS shall be capable of immediately notifying authorized Sheriff-Coroner personnel of violations, actual or suspected. Violation information shall include, but not be limited to, individual's name/identification number, date, time, type of alert, etc. The Monitoring Center shall have the ability to notify designated Sheriff-Coroner personnel within five minutes of the following types of violations: a) unauthorized entry into an Exclusion Zone; b) unauthorized absence from an Inclusion Zone; c) equipment malfunctions; d) equipment tamper/cut; e) power degradation/low battery; f) location verification failure – GPS signal loss; and g) tracking device communication failure.
- 5.1.2.7 Contractor shall provide to County a device that can forward to the Monitoring Center software, via a landline telephone system, the position of the ankle device for those locations where cellular coverage is poor (for example, in workplace buildings and residences.)
- 5.1.2.8 Contractor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, the Contractor's facility shall be alarmed and monitored by a local law enforcement agency or security company. The Contractor's facility shall be equipped with an operational fire protection system. The alarm line shall be a tamper-proof dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line; a back-up secondary alarm line shall be provided for redundancy.
- 5.1.2.9 The Monitoring Center shall be located within the continental United States of America. The Monitoring Center's operators shall be trained by Contractor.
- 5.1.2.10 The web-based system software shall enable authorized Sheriff-Coroner personnel and designated users to view selectable maps, including street maps, aerial image maps, and hybrid maps (aerial image with map data), in color for easy identification, with the following functions:

- 5.1.2.10.1 Track movement history of monitored individuals; ability to replay tracking history by time and date, with the ability to rewind and fast forward.
- 5.1.2.10.2 Re-size and re-set inclusion and exclusion zones.
- 5.1.2.10.3 Display street names, area parks and names, schools, freeways, and landmarks such as Disneyland, California Adventure, Knott's Berry Farm, Soak City, Hobby City/Adventure City, Boomers (Irvine & Fountain Valley) and Wild Rivers Water Park.
- 5.1.2.10.4 Ability to pan and zoom in/out the position of the monitored individual.
- 5.1.2.10.5 Maps shall be updated at least once a year.
- 5.1.2.10.6 Provide authorized Sheriff-Coroner personnel and designated users with access to view, print, download, and enter/modify monitoring data of monitored individual, on an as needed basis, due to individual case needs (e.g., addition of exclusion/inclusion zones).
- 5.1.2.10.7 View the movement of multiple individuals, at the same time, who are on CEM/GPS.
- 5.1.2.11 Contractor shall prepare and implement a contingency plan for movement of data to a backup monitoring system within four hours following a monitoring system malfunction due to power failure, natural disaster, human error, etc. The monitoring system equipment shall have a 48-hour battery back-up. In the event of a natural disaster, Contractor shall be capable of operating a secondary Monitoring Center in the continental United States.
- 5.1.2.12 Contractor shall maintain a quality control program/plan that will detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this Contract. The program/plan will include a routine review process that addresses all areas of the Contractor's performance and each service described herein.
- 5.1.2.13 The Monitoring Center shall meet Federal, State and local regulations.
- 5.1.2.14 Contractor's monitoring system shall have sufficient security infrastructure to prevent unauthorized users from gaining access to monitored individual data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewalls). The security system will provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for an appropriate law enforcement response.
- 5.1.2.15 Contractor shall provide Sheriff-Coroner with information on its monitoring system architecture to include the hardware, software, and power source(s); this will include a description of contingency plans for system failures, such as notifying the County's Project Manager. The written contingency plans shall address response procedures in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the Monitoring Center. Contractor shall provide written contingency plans to the County within 10 days of award of Contract.

- 5.1.2.16 Contractor's monitoring system shall have the ability to query a database to see if any monitored individuals were at a location at a specific date and time.
- 5.1.2.17 Contractor's CEM/GPS shall provide multiple shapes (circles, squares, rectangles, polygons) for inclusion and exclusion zones.

5.2 **Contractor's Responsibilities**

5.2.1 *General Requirements*

- 5.2.1.1 Contractor shall accommodate fluctuations in the Sheriff-Coroner's requirement to increase or decrease the number of monitored individuals under this Contract.

5.2.2 *Alarm Notification Requirements*

- 5.2.2.1 Contractor's Monitoring Center shall notify specified persons, (e.g., authorized personnel and monitored individual) as predetermined by Sheriff-Coroner, within five minutes of any of the following events:

- 5.2.2.1.1 Unauthorized entry into an Exclusion Zone;
- 5.2.2.1.2 Unauthorized absence from an Inclusion Zone;
- 5.2.2.1.3 Equipment malfunctions;
- 5.2.2.1.4 Equipment tamper/cut;
- 5.2.2.1.5 Power degradation/low battery;
- 5.2.2.1.6 Location verification failure - GPS signal loss;
- 5.2.2.1.7 Ankle device communication failure - cellular transmission failure; and
- 5.2.2.1.8 Unauthorized movement of HMUs.

- 5.2.2.2 Contractor shall provide multiple options (e.g., cell phone/telephone, text messaging, and e-mail) for notifying authorized personnel of events listed in section 5.2.2.1 above or other activities indicating a violation or equipment problem for the monitored individual.

5.2.3 *Report Requirements*

- 5.2.3.1 Contractor's report data requirements shall include, but not be limited to, individual's identification information, date, time, and latitude and longitude readings.
- 5.2.3.2 Contractor shall provide to County summary electronic reports of collected case information.
- 5.2.3.3 The electronic report will provide for a single, comprehensive chronological summary, by individual, showing alerts by specified timeframes, and viewable via the web-based software. This report must be printable.

- 5.2.3.4 Contractor will ensure Sheriff-Coroner has the ability to download and print, on a daily basis, the summary electronic reports.
- 5.2.3.5 The electronic report shall allow Contractor's authorized personnel to make time-based, text entries that can be inserted into the report for purposes of creating a single record of alerts, activities, communications or attempts to communicate with monitored individuals.
- 5.2.3.6 Electronic reports shall identify all contacts, or attempts to contact, as text in an electronic chronological report, as established by Sheriff-Coroner. Contact information shall include the name of Contractor's personnel who made the contact/attempt to contact the monitored individuals, their name/case identification number, the time, and means by which the contacts were made.
- 5.2.3.7 Contractor shall provide a written report of tamper incidents, upon request by Sheriff-Coroner. The report shall include the individual's name/case identification number, equipment serial number, date and time, and type of tamper.

5.2.4 *Equipment Replacement Requirements*

- 5.2.4.1 Contractor shall provide replacement of equipment, at no additional cost to County, due to malfunctions, damage, defects, lost or stolen equipment within 48 hours of notification from the County's Project Manager.
- 5.2.4.2 Contractor shall provide no less than 25% of all active and assigned CEM/GPS ankle tracking devices and spare tracking device straps to be stored on-site at a pre-determined Sheriff-Coroner facility for emergency situations during non-business hours. Contractor shall not bill Sheriff-Coroner for the equipment until it is installed on a monitored individual.
- 5.2.4.3 Contractor shall replenish said inventory within 48 hours after notification from Sheriff-Coroner.
- 5.2.4.4 Contractor shall be responsible for any repair and replacement costs, including shipping costs, due to damage by monitored individuals, lost or stolen equipment by monitored individuals, as well as equipment malfunctions, equipment defects or damage during shipping or at Contractor's facilities.

5.2.5 *Other Requirements*

- 5.2.5.1 Contractor shall provide CEM/GPS equipment and services to Sheriff-Coroner as of the effective date of this Contract.
- 5.2.5.2 Batteries shall be required for all CEM/GPS equipment provided under this Contract and shall be provided by Contractor to Sheriff-Coroner at no additional cost.
- 5.2.5.3 Contractor shall provide all tools/supplies required to install and service the tracking device to Sheriff-Coroner at no additional cost. Tools/supplies shall be compatible with tracking devices and straps as necessary to install, adjust, and remove monitoring devices for emergency situations.
- 5.2.5.4 Ankle Device upgrades and enhancements shall be done remotely without need of removing the equipment from monitored individuals.

5.2.6 Confidentiality

- 5.2.6.1 Contractor shall ensure that all data obtained under this Contract, data transmissions and data storage are kept confidential.
- 5.2.6.2 Upon the effective date of this Contract, Contractor shall be required to supply to Sheriff-Coroner a copy of its security policies and procedures for its network security, data transmission security, data storage security, and physical security.
- 5.2.6.3 It is the intent of the County that CEM/GPS services maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:
 - 5.2.6.3.1 Contractor shall not operate a CEM/GPS system in the County of Orange for persons who are on formal probation without a written Contract with Sheriff-Coroner.
 - 5.2.6.3.2 Contractor shall not employ any person who is currently, or has been, within one (1) year of being incarcerated, under probation supervision, or who is a participant in CEM.
 - 5.2.6.3.3 Contractor shall operate a CEM system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities.
- 5.2.6.4 Contractor shall provide security codes to the County's Project Manager to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with the Monitoring Center.
- 5.2.6.5 Contractor shall maintain the absolute confidentiality of all information pertaining to monitored individuals, releasing no data to anyone without prior written authority of the County's Project Manager.
- 5.2.6.6 Contractor shall advise each employee, in writing, of the confidentiality requirements under this Contract, including the potential for criminal or civil penalties should confidential information be released to non-authorized persons. For purposes of this Contract, all data and information about any individual participating in CEM/GPS shall be considered confidential.

5.2.7 Training

- 5.2.7.1 Contractor's Project Manager and County's Project Manager shall develop a mutually agreed to schedule to train involved Sheriff-Coroner personnel in the use of the CEM/GPS as well as in the installation, utilization and removal of equipment for emergency situations.
- 5.2.7.2 Contractor shall initially provide at least two training sessions at four hours each session at no cost to Sheriff-Coroner.
 - 5.2.7.2.1 This training shall be structured to provide information and hands-on practice related to equipment, hook-up and enrollment; understanding alerts including

Exclusion/Inclusion Zones; and use of Contractor's web-based software related to mapping, status of monitored individuals, alerts and reports.

5.2.7.2.2 Training shall include a minimum one-week period to take place between the two training sessions, where trainees may utilize the equipment in a live test mode whereby authorized Sheriff-Coroner personnel simulate being monitored individuals.

5.2.7.3 Contractor shall conduct all training sessions at a pre-determined Sheriff-Coroner facility.

5.2.7.4 Contractor shall provide, at no additional cost to Sheriff-Coroner, one (1) training manual for each Sheriff-Coroner staff member who is trained.

5.2.7.5 Contractor shall provide on-going training at no additional cost to Sheriff-Coroner.

5.2.8 *Court Appearances*

5.2.8.1 Contractor shall provide, at no additional cost to Sheriff-Coroner, a CEM/GPS technical representative to testify with regard to its methodology and performance at any court trial, upon request by Sheriff-Coroner, and/or in response to a subpoena, and upon short notice.

5.2.8.2 Contractor shall bear the cost of all court appearances and related expenses, such as testimony fees and travel expenses.

5.2.9 *Other Contractor's Responsibilities*

Contractor shall:

5.2.9.1 To the best of its ability and experience, at all times, loyally and conscientiously perform all of the duties and obligations either expressly or impliedly required by the terms of this Contract.

5.2.9.2 Personally provide the services required of it except as otherwise defined under this Contract.

5.2.9.3 Notify Sheriff-Coroner immediately, within 24 hours, of any and all known changes in professional status, arrests and criminal justice investigations pertaining to all staff, paid and volunteer, full- and part-time, assigned to perform services under this Contract.

5.2.9.4 Establish and maintain necessary written policies and procedures for operation under this Contract and provide County with a copy of the same.

5.2.9.5 Instruct all staff assigned to this Contract about the above policies and procedures and continuously supervise its operations to ensure compliance therewith.

5.2.9.6 Notify County as soon as practical of any emergency situation, the steps taken to ensure the health and safety of monitored individuals, and take such additional actions as may be deemed necessary by County.

5.2.9.7 Make available to the County, the State of California, or their authorized representatives, all books, documents, papers and records of Contractor relative to this program for purposes of making an audit, evaluation, excerpts, or transcripts.

- 5.2.9.8 Upon request by Sheriff-Coroner, immediately examine a particular tracking device to determine whether the equipment shows signs of tampering; i.e., cuts, burns, or other types of damage.
- 5.2.9.9 Provide, at no additional cost to Sheriff-Coroner, immediate technical support and expertise via telephone when the monitoring system is having problems that may impact the installation and enrollment of devices and their function.
- 5.2.9.10 Notify the County's Project Manager in advance and in writing of any change in the location of the Monitoring Center or any backup center.
- 5.2.9.11 Maintain and store "monitoring data" for all cases entered into the program database for the duration of the Contract. Upon termination of this Contract, Contractor shall have 30 days to submit all monitoring records to Sheriff-Coroner in a common, readily readable format through current commercially available software.
- 5.2.9.12 Notify County's Project Manager within 48 hours of any updates to Contractor's CEM/GPS system.

5.3 **County's Responsibilities**

The County, acting through Sheriff-Coroner, shall:

- 5.3.1 Establish CEM/GPS standards for the enhancement of public safety, which shall include the following:
 - 5.3.1.1 Standards for the minimum time interval between transmissions of information about the location of the monitored individual under supervision. The standards shall be established after an evaluation of, at a minimum, all of the following: a) the resources of the County; b) the criminal history of the individual under supervision; and c) the safety of the victim(s) of the individual under supervision.
 - 5.3.1.2 Standards for the accuracy of the information identifying the location of the individual under supervision. The standards for each monitored individual shall be established after consideration of, at a minimum, all of the following: a) the need to identify the location of the monitored individual proximate to the location of a crime, including a probation violation; b) resources of the County; and c) the need to avoid false indications of proximity to crimes.
- 5.3.2 Except as provided in Section 4.0, entitled "Compensation," assume no financial liability for the operations of Contractor in supplying the contracted services.
- 5.3.3 Inform monitored individuals of the consequences for replacement costs and possible court action for negligent handling of equipment, damage, loss, or other destruction of equipment.
- 5.3.4 Be responsible for decisions about CEM rules or restrictions for monitored individuals such as frequency of reporting, work and school schedules, Inclusion/Exclusion Zones, etc.
- 5.3.5 Be responsible for taking a monitored individual into custody when there is reasonable cause to believe that the individual is not complying with the rules or conditions set forth for the use of CEM/GPS.

- 5.3.6 Assume no responsibility for space, utilities, and administrative services, monitoring services or safety of Contractor's facility.
- 5.3.7 Assign authorized personnel to enroll individuals to be monitored with the terms and conditions of their supervision while they are being monitored using CEM/GPS, and answer any questions related to the process. Sheriff-Coroner personnel shall instruct monitored individuals on the use of and responsibilities that come with being monitored by GPS system equipment. Sheriff-Coroner personnel shall install and remove equipment on monitored individuals.
- 5.3.8 Be responsible for accessing the Contractor's CEM/GPS system and entering individual case identification data, including Exclusion and Inclusion Zone parameters.
- 5.3.9 Audit, inspect or otherwise evaluate the work performed by Contractor, including but not limited to daily or monthly operational audits, review of program components and services as provided in section 5.0 (Statement of Work), and in connection with Contractor's responsibility for maintaining a quality control program/plan as required under paragraph 5.1.2.12 therein.

5.4 Personnel

5.4.1 Key County Personnel

- 5.4.1.1 Project Manager: Sheriff-Coroner's Division Sergeant designated to serve as County's Project Manager shall have full authority to monitor Contractor's daily operations in the performance of this Contract and to coordinate the activities of Sheriff-Coroner personnel assigned to work with Contractor.
- 5.4.1.2 The Project Manager shall provide direction to Contractor in areas relating to CEM policy, information and procedural requirements.
- 5.4.1.3 The Project Manager is not authorized to make any changes in the terms and conditions of this Contract, or to obligate the County in any way whatsoever beyond the terms of this Contract.
- 5.4.1.4 Sheriff-Coroner will inform Contractor of the name, address and telephone number of the Project Manager at the time this Contract is awarded, and at the time of any subsequent change in the assignment of personnel.

5.4.2 Key Contractor Personnel

- 5.4.2.1 Contractor's Project Manager: Contractor shall provide an employee who will act as Project Manager in the overall management and coordination of Contract services on Contractor's behalf, and shall act as the central point of contact with the Sheriff-Coroner Department.

When the Project Manager described above cannot be available, an equally qualified individual shall be designated to act for the Project Manager. Contractor shall advise County Project Manager immediately of any Project Manager change.

- 5.4.2.2 The Project Manager, or approved alternate, shall have full authority to act for Contractor on all matters relating to the daily operation in the performance of the Contract.

- 5.4.2.3 The Project Manager, or approved alternate, shall be available 24 hours a day, 7 days a week (24/7) to discuss problem areas with County personnel.
- 5.4.2.4 The Project Manager must have a minimum of one year of demonstrated previous experience in the supervisory management and operation of a program or function of similar scope.
- 5.4.2.5 County shall have the right to review the qualifications of, and approve the Contractor's selection of the Project Manager and any replacement therein recommended by Contractor. Contractor shall provide a resume for the Project Manager, or any replacement, which demonstrates his/her qualifications and the amount of time in previous assignments.
- 5.4.2.6 Contractor shall inform County's Project Manager, in writing within 10 business days, of any change in Project Manager and provide evidence of any replacement's qualifications.

5.4.3 *Other Contractor Personnel*

- 5.4.3.1 Contractor shall be responsible for providing trained staff to fulfill the services required under this Contract. Training shall include, but shall not be limited to, policies and procedures, equipment and monitoring, documentation procedures, compliance procedures for monitored individuals, and knowledge of applicable legal statutes.
- 5.4.3.2 Contractor shall provide documentation of specific program experience for each staff member. Minimum qualifications and a job description must be stated for each position. Position titles, duties and qualifications for each position must be described.
- 5.4.3.3 Contractor shall provide a resume for all program supervisory personnel, which demonstrates their qualifications and the amount of time in previous assignments.
- 5.4.3.4 All personnel shall be able to speak, read, write, and understand English.
- 5.4.3.5 Contractor shall inform County's Project Manager in writing within 10 business days of any change in Contractor's personnel assigned to perform any work on this program.

5.4.4 *Contractor Employee Acceptability*

County reserves the right to preclude Contractor from employing or continuing to employ any individual in this program. Contractor shall be responsible for removing any employee within twenty-four (24) hours, and replacing the employee within a reasonable time, when requested to do so by County's Project Manager.

5.4.5 *Employee Benefits and Acknowledgment of Employer*

- 5.4.5.1 Contractor shall be solely responsible for providing all legally required employee benefits to its employees. An acknowledgement that each employee understands that he/she is an employee of Contractor and not of County must be signed by each employee of Contractor employed at the site by the first day of employment; the acknowledgement shall be in the form of Exhibit 1, "Employee Acknowledgement of Employer," attached here to and incorporated herein by reference. Original acknowledgements must be kept by the Contractor and a copy must be filed within five business days with the County's Project Manager.

- 5.4.5.2 County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by Contractor.

6.0 **Payment Terms and Invoicing Instructions:**

- 6.1 Contractor shall reference Contract number MA-060-16011313 on invoice. Payment will be made 45 days after receipt of an invoice in a format acceptable to the County pursuant to section 6.4 below, and shall be subject to routine processing requirements.
- 6.2 Contractor's billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
- 6.3. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- 6.4 The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:
- 6.4.1 Contractor's name and address
- 6.4.2 Contractor's remittance address (if different from above)
- 6.4.3 Name of County agency or department
- 6.4.4 County Contract number MA-060-16011313
- 6.4.5 Cost
- 6.4.6 Contractor's Federal I. D. number
- 6.4.7 Total
- 6.5 The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices.
- 6.6 Invoices and supporting documentation are to be forwarded to:

Orange County Sheriff Department
Attn: EMP
501 The City Drive South
Orange, CA 92868

7.0 **Governing Law and Venue:**

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil

Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

8.0 **Fiscal Appropriations:**

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

9.0 **Conflict of Interest:**

- 9.1 The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. Contractor shall not, during the term of this Contract, employ any County employee for any purpose.
- 9.2 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the interest of the County.
- 9.3 This obligation shall apply to Contractor, its employees, volunteers, agents, relatives, sub-tier contractors and third parties associated with accomplishing work and services hereunder.
- 9.4 Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, volunteers or agents, relatives, sub-tier contractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of County.
- 9.5 Contractor shall sign the "Certificate of Compliance with Orange County Conflict of Interest Policy," attached hereto as Exhibit 2, and incorporated herein by reference. Contractor shall retain the original certificate and forward a copy to County's Project Manager within five business days of the commencement of this Contract.

10.0 **Ownership of Documents:**

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

11.0 **Data – Title to:**

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12.0 **Breach of Contract**

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may take action as outlined in Paragraph 13 below.

13.0 **Contractor Bankruptcy/Insolvency**

If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.

14.0 **Termination – Default of Contractor:**

If Contractor is in default of any of its obligations under this Contract, County shall give sixty (60) days notice to Contractor that this Contract may be cancelled if the specific deficiencies are not corrected. If Contractor is in default of any of its obligations under this Contract and County determines that such default poses a serious threat to public safety, and Contractor has not commenced cure within 10 days after receipt of a written notice of default and cured such default within the time specified in the notice, the County shall immediately be entitled to commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. At any time, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

Termination – Convenience of the County:

Performance of services under this Contract may be terminated by County in whole or in part, when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a sixty (60) day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective. This provision is not applicable when County terminates the Contract pursuant to Paragraph 8 ("Fiscal Appropriation") of this Contract.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall: 1) stop services under this Contract on the date and to the extent specified in the Notice of Termination, and 2) complete performance of that part of the work that is not terminated by the Notice of Termination.

Termination – Orderly:

Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

15.0 **Notices:**

15.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' Project Manager's routine exchange of information and cooperation during the term of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed in US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate of written notice from time to time in the manner aforesaid.

15.2 Any and all notices, requests, demands and other communications shall be addressed to Contractor at its placed of business, or such other place as may be hereinafter designated in writing by Contractor, as follows:

15.2.1 Satellite Tracking of People, LLC
1212 North Post Oak Road, Suite 100
Houston, TX 77055
Attn: Greg Utterback, Chief Development Officer

15.2.2 The notices and envelopes containing same to County shall be addressed to:

Orange County Sheriff Department
Attn: EMP
501 The City Drive South
Orange, CA 92868

15.3 County Project Manager shall have authority to execute all notices required or permitted to be given herein.

16.0 Usage:

No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in Section 4.0 of this Contract, regardless of quantity requested.

17.0 Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.

18.0 Authorization Warranty:

The Contractor represents and warrants that the signatories executing this Contract on behalf of and for the Contractor is authorized agents who have actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

19.0 Gratuities:

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20.0 News/Information Release:

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

21.0 Publicity:

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and promote business, County shall not inhibit Contractor from publicizing its role under this Contract provided the following conditions are met:

- 21.1 Contractor shall develop all publicity material in a professional manner and provide copies of such material to County's Project Manager; and
- 21.2 During the course of performance of this Contract, Contractor, its employees, volunteers, agents, and officers shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of County Project Manager.

22.0 Tax Liability Limitation:

County shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor performance hereunder.

23.0 County of Orange Child Support Enforcement Requirements:

In order to comply with the child support enforcement requirements of the County of Orange, Contractor agrees to furnish the required Contractor data and certifications to the Sheriff-Coroner Department. The required certification is listed in Exhibit 3 attached hereto and incorporated herein by reference.

Failure of the Contractor to comply with all Federal, State, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

24.0 Remedies Not Exclusive:

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

25.0 Indemnification:

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

26.0 Insurance:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied

with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contractor, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County, incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

27.0 Change of Ownership:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

28.0 Waiver of Jury Trial:

Intentionally left blank.

29.0 Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

30.0 Calendar Days:

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

31.0 Attorney's Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

32.0 Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

33.0 Authority:

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

34.0 Employee Eligibility Verification:

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed.

Contractor: Satellite Tracking of People, LLC

1 st Signature	
By:	Title:
Print Name:	Dated:
2 nd Signature	
By:	Title:
Print Name:	Dated:

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange: A political subdivision of the State of California



Sheriff-Coroner Department

By:	Title:
Print Name:	Dated:

**APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By: _____ Dated: _____
Deputy County Counsel

Approved by the Board of Supervisors: _____

ATTACHMENT A

State of Washington Department of Enterprise Services, Contracts and Legal Division
Master Contracts & Consulting (MCC)
Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

ATTACHMENT B

Participating Addendum WSCA-NASPO Cooperative Purchasing Organization
Electronic Monitoring of Offenders Administered by
the State of Washington

EXHIBIT 1**EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER**

I acknowledge that I am an employee of Satellite Tracking of People, LLC and not of the County of Orange.

I understand that my employer, Satellite Tracking of People, LLC and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

(Employee Name – Please Print)

(Signature of Employee)

EXHIBIT 2**CERTIFICATE OF COMPLIANCE WITH
ORANGE COUNTY CONFLICT OF INTEREST POLICY**

Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation shall apply to Contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

The Orange County Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

Signature of Authorized Representative for Contractor

EXHIBIT 3**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County, the Contractor data and certifications are required. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that **Satellite Tracking of People, LLC** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract Number MA-060-16011313** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CONTRACT CERTIFICATION**INSTRUCTIONS:**

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**

RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I**A. In case of an individual contractor, provide:**

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. Name:

_____ D.O.B.

_____ SSN No:

_____ Residence Address:

2. Name:

_____ D.O.B.

_____ SSN No:

_____ Residence Address:

PART II**CERTIFICATION (PART I MUST ALSO BE COMPLETED)**

I certify that **Satellite Tracking of People, LLC** is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: **MA-060-16011313** with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____
