

**SERVICE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
ATTENTI US, INC.**

This Agreement, entered into this 31<sup>st</sup> day of October, 2019 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Attenti US, INC, a Delaware Corporation, hereinafter referred to as "VENDOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office, desires to retain the services of VENDOR to provide certain technical and professional services and certain products; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, VENDOR has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

VENDOR agrees to furnish the services described in Exhibit 1 – Scope of Work and Additional Terms and Conditions and Exhibit 2 Pricing, which is attached hereto and incorporated herein by reference. In providing such services and assistance, VENDOR agrees to fully cooperate with the Sheriff William Honsal or designee thereof, hereinafter referred to as Sheriff.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for 3 year(s). This Agreement shall be automatically renewed for additional periods of 1 year, up to a maximum of 2 years, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, VENDOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY shall notify Vendor in writing of the failure or violation. Upon receipt of such notice, the Vendor shall then have sixty (60) calendar days to cure said failure or violation. In the event of a failure to cure within such period, County may terminate this Agreement upon twenty-four (24) hours' notice delivered as provided in this Agreement.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

COUNTY shall provide VENDOR seven (7) days advance written notice of its

intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event of any termination of this Agreement, VENDOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by VENDOR.

4. COMPENSATION:

The maximum amount payable by COUNTY under this Agreement is Fifty Thousand Dollars (\$50,000.00). VENDOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit 2 – Schedule of Rates, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

Vendor shall be paid pursuant to the pricing matrix for the Attenti EM devices attached hereto as Exhibit 2. Payment terms are set forth in Section 8 below. VENDOR will invoice County for the devices purchased according to the rates in Exhibit 2. VENDOR shall submit to COUNTY monthly invoices itemizing all work completed. Payments shall be made to Vendor at 1838 Gunn Highway, Odessa, FL, 33556, or such other location as specified by Vendor. VENDOR will issue invoices to County for the applicable products and service charges plus any applicable sales, use or property taxes that VENDOR is required to collect and/or pay on the products or services provided to County hereunder. County shall pay to VENDOR the total amount of each such invoice within thirty (30) days after the date of the invoice. Payments not made when due shall bear interest at the rate of 1.5% per month from the due date until the date paid.

Invoices shall be in a format approved by, and shall include backup documentation as specified by, The Humboldt County Sheriff's Office and the Humboldt County Auditor-Controller. VENDOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office  
Attn: Captain Christian  
826 4<sup>th</sup> Street  
Eureka, CA 95501

VENDOR: Attenti US, Inc. \_\_\_\_\_  
Attn: Arnold Roese, Vice President and General Manager  
1838 Gunn Highway  
\_\_\_\_\_  
Odessa, FL 33556  
\_\_\_\_\_

7. REPORTS:

VENDOR agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. VENDOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of VENDOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. VENDOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. VENDOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because VENDOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

VENDOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor VENDOR's records, programs or procedures, at any time, as well as the overall operation of VENDOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by VENDOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, VENDOR may receive information that is confidential under local, state or federal law.

VENDOR hereby agrees to protect all confidential information in conformance with any

and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (“CMIA”); the federal Health Information Technology for Economic and Clinical Health Act, (“HITECH Act”); the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

VENDOR certifies by its signature below that it is not a Nuclear Weapons Vendor, in that VENDOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. VENDOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Vendor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if VENDOR becomes a Nuclear Weapons Vendor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, VENDOR shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. VENDOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, VENDOR hereby certifies that VENDOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. VENDOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 5. Receive a copy of VENDOR's Drug-Free Policy Statement; and
  - 6. Agree to abide by the terms of VENDOR's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and VENDOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if VENDOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION; WARRANTIES AND LIMITATION OF LIABILITIES:

VENDOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all third-party claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, VENDOR's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

To the maximum extent permitted by applicable law, in no event will VENDOR be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, or data incurred by COUNTY or any third-party, whether in contract or tort, even if

VENDOR has been advised of the possibility of such damages or if such damages are foreseeable. To the maximum extent permitted by applicable law, in no event will VENDOR'S cumulative maximum liability under this Agreement exceed the amounts actually paid by COUNTY to VENDOR under this Agreement in the one year preceding the claim. The capped liability will not apply in the event of willful misconduct or gross negligence on part of the VENDOR. VENDOR neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the products or services, including liability arising out of the delivery or use of the products or services.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and VENDOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

General Insurance Requirements. Without limiting VENDOR's indemnification obligations provided for herein, VENDOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of VENDOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error or Omission Coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which VENDOR may be exposed to liability. VENDOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that VENDOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, VENDOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to VENDOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. VENDOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If VENDOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and VENDOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to VENDOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and VENDOR shall be required to purchase additional coverage to meet the above aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of  
Humboldt Attn:  
Risk Management  
825 5th Street,  
Room 131  
Eureka, California 95501

VENDOR: Attenti US, Inc.  
1838 Gunn Highway  
Odessa, FL 33556

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that VENDOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

VENDOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. VENDOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

VENDOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by VENDOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by VENDOR to obtain supplies, technical support or professional services.



20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of VENDOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and VENDOR shall promptly refund, any funds disbursed to VENDOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

VENDOR warrants that VENDOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. VENDOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by VENDOR shall become the property of COUNTY. However, VENDOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, VENDOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation. Notwithstanding, all rights, title, and interest, including any and all intellectual property rights, in and to the products, software, and services provided by VENDOR under this Agreement, shall be exclusively owned by VENDOR.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). VENDOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to **Sheriff Honsal** or designee.

28. SUBCONTRACTS:

VENDOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. VENDOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

32. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

33. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of

such party's obligations hereunder have been duly authorized.


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

ATTENTI US, INC.

By:   
Arnold Roese  
Vice President and General Manager

Date: 10/22/2019

By:   
Eyal Sharoni  
Chief Financial Officer

Date: 10/22/2019

COUNTY OF HUMBOLDT

By:   
Bev Pixley  
Purchasing Division

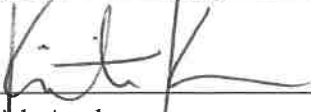
Date: 10-31-2019

APPROVED AS TO FORM:

By:   
Deputy County Counsel

Date: 10/22/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Analyst

Date: 10/22/19

**Exhibit 1**  
**Scope of Work**  
**And**  
**Additional Terms and Conditions**

1. Order Procedure

- (a) During the term of this Agreement, individual orders for the products and services described in Section 2 below may be submitted from time to time by County to Vendor and accepted by Vendor under the terms and conditions of this Agreement.
- (b) Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such additional terms and conditions are specifically accepted by an authorized officer of Vendor as indicated by the signature of such officer on the Order.

2. Products and Services

Vendor will provide the following services pursuant to Orders submitted by County and accepted by Vendor hereunder:

- (a) Vendor will maintain 24-hour, 7-day per week monitoring of individuals referred by County ("Offenders").
- (b) County will be responsible for data entry and data termination. Vendor will be responsible for all data storage and transmission of monitoring data for all cases entered into the database by County. Data entry consists of entering all required computer demographic, curfew, Offender rules, notification actions and configuration data on each case based upon information provided by County. Upon an Offender's completion of the monitoring term, Vendor will archive a termination record of all transmission data during the monitoring term for the term of this Agreement.
- (c) Vendor will initiate notification of Offender's violations to authorized and identified County staff via established communications infrastructure.
- (d) Offender violation and equipment status information will be documented and maintained by Vendor during the term of this Agreement. County will have secured access to Offender data that is specifically under the supervision of said County.
- (e) Vendor will provide an initial onsite eight (8) hour training for County staff prior to the commencement of the monitoring program. In addition to the initial training, Vendor will provide one eight (8) hour onsite training at a central location annually. Additional training, if requested by the County beyond the initial onsite and annual training, will be charged to County at \$1,500.00 for one onsite eight (8) hour training and travel expenses will also be charged separately (includes lodging, car rentals, and per diem charges).
- (f) Vendor will provide or deliver units to County following completion of all required training courses.

**Exhibit 1 Continued**  
**Other Additional Terms and Conditions**

1. Title; Shipping and Damage to Products

Vendor shall pay for ground shipping of product. County shall pay for the cost associated with any other method of shipping, including overnight or two-day shipping of products. A shipment certificate will be signed by Vendor certifying that the products were not damaged at the time products were delivered to the company that has been retained to transport and deliver the products to County. Any cost associated with damage to products prior to the signing of the shipment certificate by Vendor will be borne by the Vendor. Any damages incurred to products after the signing of the shipment certificate by Vendor shall be the responsibility of the County.

2. Other Terms and Conditions

- (a) Proprietary Property: All products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall only be serviced and/or repaired by the Vendor. County shall not permit products or other items provided by Vendor under this Agreement to be used by any other party or concern, except to the extent necessary for the fulfillment of the obligations of this Agreement. None of the products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Title to licensed software shall at all times remain with Vendor. County shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof.
- (b) Amendments: Any changes to this Contract shall be in writing and signed by authorized representatives of Vendor and County.
- (c) Statements of Work: Shall be incorporated and attached to this Agreement from time-to-time to reflect new programs added by County. Vendor shall provide to County invoicing which specifies the name of the program.
- (d) Copyright: Vendor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement and all such material as well as data information is and shall remain the property of Vendor.
- (e) Scope of Agreement: This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- (f) Other Terms and Conditions: Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement to the extent that is possible. Preprinted terms and conditions of any purchase orders, bills of lading, invoices, receipts or other documents issued by Vendor in connection with this Agreement which are in addition to the terms and conditions of this Agreement shall be considered as incorporated herein and will remain binding. Any preprinted terms and conditions of any purchase order, bill of lading, invoice, receipt or other document issued by County will not be binding on Vendor and will not apply to this Agreement.
- (j) Data: Vendor may make tracking and offender information available to law enforcement agencies upon request for use in crime analysis and crime investigation. Vendor may make tracking and offender data collected, used, retained and/or disclosed under this Agreement available to law enforcement and corrections agencies, but solely for law enforcement and corrections purposes, including crime scene correlation purposes.

## Exhibit 2 Pricing

### Product Pricing

Product Description	Supervision level	Quantity	*Daily Lease Rate Per Unit/Per Day
Attenti One-Piece GPS Tracking Device	Active	1+	\$3.20
Attenti One-Piece GPS Tracking Device Optional Add-On Beacon (as needed)		1+	\$0.00
Attenti Two-Piece Tracking Device w/ Data	Active	1+	\$4.35

### Lost, Damaged, Stolen Replacement Cost

Product Description	*Purchase/Replacement Cost
Attenti One-Piece GPS Tracking Device	\$1,050.00
Attenti One-Piece GPS Tracking Device Add-On Beacon	\$325.00
Attenti Two-Piece Tracking Device	\$1,000.00
Attenti Two-Piece Tracking Device Bracelet	\$100.00

\*Replacement Costs are for individual components only.

### Enhanced Monitoring

Product Description	# of Rules	*Fee Per Day/Per Offender
*Enhanced Outbound Monitoring Services for GPS Calls To Officers OR Offenders	1-3	\$0.50
*Enhanced Outbound Monitoring Services for GPS Calls To Officers OR Offenders – AFTER HOURS ONLY	1-3	\$0.40

\*Mutually agreed upon Monitoring Center Protocols are required prior to implementing Enhanced Monitoring

### Data Analytics

Product Description	Fee Per Day/Per Offender
Attenti Data Analytics	\$0.15

Payment terms Net 30 Days.

20% spare inventory at no additional cost. Levels above this will be returned to Attenti US, Inc. if not used or allocated to new participants.

Prices are F.O.B. Destination based on FedEx or UPS ground only. If customer requires expedited shipping, customer will pay for entire shipping cost.