

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRACK GROUP, INC.
FOR FISCAL YEARS 2026-2027 THROUGH 2028-2029**

This Agreement, entered into this 26 day of June, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Track Group, Inc., a Delaware corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Humboldt County Probation Department, desires to retain a qualified professional to provide electronic monitoring products and services; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, 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, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the electronic monitoring services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Chief Probation Officer, or a designee thereof, hereinafter referred to as "CPO."

2. TERM:

This Agreement shall begin on July 1, 2026 and shall remain in full force and effect until June 30, 2029, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to 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 reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00). In no event shall the maximum amount paid under this Agreement exceed Seventy-Five Thousand Dollars (\$75,000.00) for fiscal year 2026-2027, Seventy-Five Thousand Dollars (\$75,000.00) for fiscal year 2027-2028, and Seventy-Five Thousand Dollars (\$75,000.00) for fiscal year 2028-2029. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Probation Department
Attention: Fiscal Unit
2002 Harrison Avenue
Eureka, CA 95501
Pfiscal@co.humboldt.ca.us

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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 Probation Department
Attention: Coral Sanders, Chief Probation Officer
2002 Harrison Avenue
Eureka, California 95501

CONTRACTOR: Track Group Inc.
Attention: James Berg, Chief Financial Officer
200 E. 5th Avenue, Suite 100
Naperville, IL 60563

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment

hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, 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 Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement

may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully 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 forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. 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:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR'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 shall:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California 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 CONTRACTOR or 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 (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, 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. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim (Four Million Dollars (\$4,000,000.00) aggregate). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, without limitation, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information and alteration of electronic information. Such policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. Technology Professional Liability Insurance – Errors and Omissions Coverage appropriate to CONTRACTOR's profession and performance hereunder, with limits broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement. Such policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of COUNTY's electronic data and/or information in the care, custody, or control of CONTRACTOR. If not covered under the general liability policy, such coverage may be endorsed onto

CONTRACTOR's technology professional liability policy as covered property as follows: If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- 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, and 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, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or 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 property damage caused by explosion or collapse of structures or underground damage, referred to as "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 requirements set forth herein. It is further understood that CONTRACTOR 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR 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. Any deductible or

self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR 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 CONTRACTOR shall be required to purchase additional coverage to meet such aggregate limits.

- C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Track Group Inc.
Attention: Shaun Callahan, Corporate Counsel
200 E. 5th Avenue, Suite 100
Naperville, IL 60563
shaun.callahan@trackgrp.com

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Each party hereby agrees that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135

and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR 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 either party to obtain supplies, technical support or professional services.

23. 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 permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. 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.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. STANDARD OF PRACTICE:

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

28. 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 CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. USE OF ARTIFICIAL INTELLIGENCE TOOLS:

CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, may use generative artificial intelligence ("AI") tools in performing services under this Agreement only in a manner consistent with any and all applicable local state and federal laws, regulations, policies, procedures, standards and contractual requirements. CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, shall not input, upload, or disclose any confidential, proprietary, or personally identifiable information into AI tools without COUNTY's prior written authorization. CONTRACTOR shall use generative AI tools only through enterprise or subscription-based platforms that provide contractual confidentiality protections, and shall not use free, public or consumer-grade AI services, in order to ensure that confidential, sensitive, draft or deliberative-process information is not disclosed, stored or made available to third parties or the general public. Any and all AI-generated content used in connection

with the services provided pursuant to the terms and conditions of this Agreement must be independently reviewed by qualified personnel for accuracy, completeness, and appropriateness. CONTRACTOR remains fully responsible for all work products, regardless of whether AI tools were used. CONTRACTOR shall clearly disclose when AI tools were used to create, review or edit any draft or document submitted to COUNTY, and final work products in which AI played a significant role shall include a disclosure substantially in the following form: “Generated in part using [Generative AI Platform] and independently reviewed by [Name], [Title], on behalf of [Contractor].” COUNTY may limit or prohibit the use of AI tools at any time and may require CONTRACTOR to revise or replace any AI-generated content. CONTRACTOR shall be liable for any and all claims, demands, losses, damages, liabilities, costs and expenses arising from its use or misuse of AI tools, including, without limitation, confidentiality breaches, intellectual property violations or inaccuracies in AI-generated content.

30. 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.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to CPO in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS’ FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys’ fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel’s Office, to be fixed by the court, and such recovery shall include court costs and attorneys’ fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the

relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3D – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. 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 (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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.

39. 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 their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal

laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. 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.

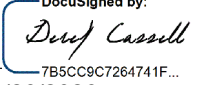
[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

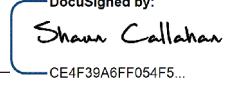
TRACK GROUP, INC.:

By:  7B5CC9C7264741F...
6/26/2026

Date:

Name: Derek Cassell

Title: CEO

By:  CE4F39A6FF054F5...
6/26/2026

Date:

Name: Shaun Callahan

Title: Corporate Counsel/Secretary

COUNTY OF HUMBOLDT:

By: _____

Date:

Mike Wilson, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
6/29/2026
Risk Management

Date:

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

EXHIBIT A
SCOPE OF SERVICES
TRACK GROUP, INC.
For Fiscal Years 2026-2027 through 2028-2029

Juvenile and Adult electronic monitoring services.

1. SERVICES:

ReliAlert XC4

ReliAlert™XC4 is a one-piece system was ergonomically designed to fit securely and comfortably around ankle. The device's technology consists of GPS (active/passive), cellular (LTE/GSM) and embedded RF receiver technology that continuously tracks and reports the whereabouts of the wearer on a real-time basis 24 hours a day, 365 days a year. Furthermore, the ReliAlert™XC4 is the only one-piece GPS device available in the market today with patented on-board, two-way live voice communication technology and on-board 95-decibel siren. The direct live voice communication capability not only distinguishes our offer from all other vendors in the industry but has also proven valuable and depended upon by the County in terms of real-time intervention and response protocols to non-compliant situations. Not only does the direct live voice communication allow our monitoring center to resolve alerts in real-time directly with monitored individuals, but it also has a direct impact on a reduction in alarm handling workload by supervision County personnel.

ReliAlert XC5

ReliAlert XC5 is a compact, one-piece device, ergonomically designed to fit securely and comfortably around ankle. The device employs a multi-source location methodology that combines GPS satellite positioning (active/passive), cellular-based location services (LTE/GSM), and Wi-Fi assisted positioning. This design maintains uninterrupted tracking on a real-time basis 24 hours a day, 365 days a year. Additionally, the ReliAlert XC5 is the only one-piece GPS device available in the market today with patented on-board, two- and three-way live voice communication technology and onboard 100-decibel siren. The direct live voice communication enables officers or our monitoring center staff to provide real-time interventions with a direct impact on a reduction in alarm handling workload by supervising County personnel.

SecureCuff

Furthermore, the ReliAlert™XC4 offers an optional high-security strap for higher-risk populations. SecureCuff™ was designed to be extremely cut-resistant, deter tampering and to prevent wearers from absconding. SecureCuff's patented and exclusive design features a 1.5" wide hardened-steel band and the same fiber-optic technology as the standard strap for tampering notification. This additional security adds critical lead time law-enforcement responding to "strap tamper" alarms.

Beacon

The Beacon device is a completely self-contained, short-ranged RF transmitting station that communicates via RF signal to the assigned ReliAlert™XC4 device which in-turn transmits monitoring individual data and device operations to IntelliTrack via cellular networks. Therefore, the Beacon device does not require a landline telephone line or AC electrical power to function/operate. Use of in-home Beacon in conjunction with GPS monitoring increases the ability to maintain critical program participant location information and provides the County with an effective way to more accurately "tether" a monitored individual to a specific location, like home.

“House Arrest” functionality allows the County to set schedules in which the assigned ReliAlert™XC4 device is required to be within a pre-specified communication range of the RF Beacon during a certain time period; otherwise, an alarm is generated.

BACtrack

BACtrack is a handheld, breath alcohol monitoring system that integrates a smartphone app and a police-grade mobile breathalyzer to provide scheduled mobile breath alcohol content (BrAC) testing. BACtrack was specifically designed for law enforcement use and not offered on the open market. The breathalyzer is small and lightweight (1.75” x 2.75” x 0.63” /1.75 oz.) allowing the monitored individual to perform a test at any time discreetly in a public place (i.e., school, work, etc.) and shows BrAC Range – 0.000 – 0.500%. Furthermore, the BACtrack device is compatible with both Android and iOS smartphones with Bluetooth connectivity to the BACtrack smartphone app (available for download at iTunes and Google Play app stores). The device is FCC compliant, shock-resistant and has an internal, rechargeable battery that is rated to last over 7+ days on a single charge.

IntelliTrack

IntelliTrack is a secure, cloud-based application that provides the foundation for seamlessly and securely connecting devices, delivering trusted data to the cloud, and value through analytics. This secure, cloud-based application gives County the ability to not only collect, but store, analyze, assess monitored individual data, and manage monitored individual monitoring parameters. The IntelliTrack system receives, records, and stores all data transmitted from our proposed EM solutions and is available for viewing by authorized personnel within the web-based software interface. Since IntelliTrack is web-based it does not require any software to be installed on any of County’s machines, nor does it require the browser to download any application code that depends on any given operating system. Additionally, this secure, robust system is user-friendly and is accessible to authorized personnel 24/7/365 from any computer, laptop, smartphone, or tablet.

2. SCHEDULE:

COUNTY is already under contract with CONTRACTOR and was already provided all equipment and has undergone training and implementation. Electronic monitoring services will be provided on an ongoing basis through the term of this contract.

3. DELIVERABLES:

3.1 Monitoring Service. CONTRACTOR agrees that during the contract term it shall:

- Maintain twenty-four (24) hour, seven (7) days per week monitoring of offenders through the central host computer system owned and operated by CONTRACTOR. Such host computer communicates with the equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by COUNTY to CONTRACTOR for each offender.
- Such communication from equipment to host computer shall be provided as indicated in the Track Group Order Form, subject to the minimum equipment and system requirements required to be satisfied by COUNTY to access the web-based user interface, provide COUNTY’s authorized personnel twenty-four (24) hour, seven (7) days per week access to CONTRACTOR’s user interface for the purpose of directly monitoring Clients based on the equipment.

- Provide notification of Alert Conditions to those authorized to receive such information. “Alert Conditions” means an alert notification condition as specified by COUNTY, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the CONTRACTOR’S available protocols, and about which CONTRACTOR agrees to notify COUNTY based on protocols available and specified by COUNTY in writing and delivered to CONTRACTOR on or before the commencement of the monitoring of any specific offender.

4. ACCEPTANCE CRITERIA:

Services provided as contracted.

5. REPORTING REQUIREMENTS:

All reporting options available to the county can be pulled on an as-needed basis.

6. PLACE OF PERFORMANCE:

Humboldt County, California

7. COUNTY RESPONSIBILITIES:

- Installation and removal of equipment
- Data entry enrollment of offenders

8. RESTRICTIONS:

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR’s responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

EXHIBIT B
SCHEDULE OF RATES
TRACK GROUP, INC.

For Fiscal Years 2026-2027 through 2028-2029

Electronic monitoring services for Probation Department clients.

1. RATE OF COMPENSATION:

GPS Tracking Device	
ReliAlert™XC4	Passive GPS \$2.90
PRICING DETAILS: Pricing includes standard strap, charging cord, and accessories. Full warranty coverage on routine maintenance and standard repairs. 24/7/365 Live Monitoring Center Services and Customer Support Services. Officer training courses and full access to monitoring software. *Pricing is per device, per day.	Active GPS \$3.05
	Premium + MC \$3.65
ReliAlert™XC5	Passive GPS \$3.40
PRICING DETAILS: Pricing includes standard strap, charging cord, and accessories. Full warranty coverage on routine maintenance and standard repairs. 24/7/365 Live Monitoring Center Services and Customer Support Services. Officer training courses and full access to monitoring software. *Pricing is per device, per day.	Active GPS \$3.55
	Premium + MC \$4.15
High Security Strap	
SecureCuff™	\$45.00
PRICING DETAILS: Pricing is per SecureCuff™. Please note that SecureCuff™ can be reused multiple times after proper cleaning and sterilization.	
Radio Frequency Device	
Beacon	\$0.00 No Additional Cost
PRICING DETAILS: Pricing includes full warranty coverage on routine maintenance and standard repairs. 24/7/365 Live Monitoring Center Services and Customer Support Services. Officer training courses and full access to monitoring software. *Pricing is per device, per day.	
Breath Alcohol Device	
BACtrack	\$3.25
PRICING DETAILS: Pricing includes charging cord, mouthpiece, full warranty coverage on routine maintenance & standard repairs. As well as 24/7/365 Live Monitoring Center Services	

and Customer Support Services. Officer training courses and full access to monitoring software. <i>*Pricing is per device, per day</i>	
Victim Monitoring App	
Empower PRICING DETAILS: Pricing includes 24/7/365 Live Monitoring Center Services and Customer Support Services. Officer training courses and full access to monitoring software. <i>*Pricing is per App user, per day.</i>	\$2.00
Self-Check-In Monitoring App	
Socrates PRICING DETAILS: As well as 24/7/365 Live Monitoring Center Services and Customer Support Services. Officer training courses and full access to monitoring software. <i>*Pricing is per App user, per day.</i>	\$1.25
Accessories	
Smart Phones, pricing is per phone, per day	\$2.00
Shelf Inventory, 30% of spare inventory allowance on leased devices, or a two-unit minimum, whichever is greater, is included in pricing. Anything above the greater of the 30% or the 2 unit minimum, as applicable, will be charged a daily fee.	<u>\$1.00 per device, per day</u>
Lost, Stolen, Damaged, Fiver percent (5%) yearly allowance of lost, stolen, or damage of leased devices is included in pricing. A replacement Fee will be charged for equipment above this yearly allowance.	See below for equipment replacement fees
ReliAlert™XC4 Device	\$700.00
ReliAlert™XC5 Device	\$950.00
ReliAlert™XC4 Shell	\$100.00
SecureCuff™	\$45.00
BACtrack Device	\$130.00
Beacon Device	\$100.00
Smartphone	\$100.00
ReliAlert™XC4 AC Power Adapter	\$12.00
ReliAlert™XC4 Breakaway Cable	\$5.50
ReliAlert™XC5 Charger	\$12.00
ReliAlert™XC5 Tamper Caps (pair)	\$3.00
Standard Straps	\$25.00
Measuring Tool	\$10.00
Torque Driver	\$60.00
Torque Driver Bit	\$12.00
Torque Driver Adapter	\$20.00

EXHIBIT C
SAMPLE INVOICE FORM
TRACK GROUP, INC.
For Fiscal Years 2026-2027 through 2028-2029

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice